

Charities and Trusts Committee

Tuesday 15 June 2021

11:00

Council Chamber, County Buildings, Stafford

NB. The meeting will be webcast live which can be viewed here -
<https://staffordshire.public-i.tv/core/portal/home>

John Tradewell
Director of Corporate Services
7 June 2021

A G E N D A

1. **Apologies**
2. **Declaration of Interests**
3. **Minutes of the previous meeting** (Pages 1 - 2)
4. **Stafford 14-19 Partnership: Updated Business Plan 2019-2024** (Pages 3 - 34)
5. **Land forming part of the Richard Clarke First School Schoolhouse Lane, Abbots Bromley, Rugeley** (Pages 35 - 80)
6. **Tamworth Youth Centre - Charitable Trust** (Pages 81 - 104)
7. **Rugeley Educational Endowment** (Pages 105 - 138)
8. **Exclusion of the Public and Press**

The Chairman to move:-

“That the public be excluded from the meeting for the following items of business which involve the likely disclosure of exempt information as defined in the paragraphs of Part 1 of Schedule 12A (as amended) of the Local Government Act 1972 indicated below”.

PART TWO **(reports in this section are exempt)**

9. **Landau Forte Academy - Verbal update**

Exemption paragraph 3

Membership

Thomas Jay

Ian Lawson

David Smith (Vice-Chairman)

Paul Snape (Chairman)

Mark Winnington

Note for Members of the Press and Public

Filming of Meetings

The Open (public) section of this meeting may be filmed for live or later broadcasting or other use, and, if you are at the meeting, you may be filmed, and are deemed to have agreed to being filmed and to the use of the recording for broadcast and/or other purposes.

Recording by Press and Public

Recording (including by the use of social media) by the Press and Public is permitted from the public seating area provided it does not, in the opinion of the chairman, disrupt the meeting.

Minutes of the Charities and Trusts Committee Meeting held on 9 September 2020

Present: Kath Perry, MBE (Chairman)

Attendance	
Syed Hussain	Paul Snape
David Smith (Vice-Chairman)	

Apologies: Ian Lawson

PART ONE

87. Declaration of Interests

There were no Declarations of Interest on this occasion.

88. Minutes of the previous meeting held on 19 November 2019

RESOLVED – That the minutes of the meeting held on 19 November 2019 be confirmed and signed by the Chairman.

89. Stafford 14-19 Partnership: Updated Business Plan 2019-2024

The Committee received the Stafford 14-19 Partnership Business Plan 2019-24 and were requested to approve it. They were reminded that the Stafford 14-19 Partnership was a collaboration of five schools in Stafford enabling the delivery of a large Post 16 curriculum in wider subject areas which may not be viable in the schools if working alone. It also works together to include provision for specific groups of 14-16 year olds particularly addressing the needs of gifted and talented and those at risk of being Not in Education, Employment or Training (NEET).

The Committee were advised that at the Charities and Trusts meeting on 4 June 2019, the Committee approved in principle that it would fund £185,492 for the 2020/21 academic year however due to underspends in several areas the amount requested is £155,624.

The Committee were requested to approve Stafford 14-19 Partnership's request for an estimated sum of £191,294 for the 2021/22 academic year. The Committee were advised that this increase is required to meet the continued anticipated shortfall on income due to lower pupil numbers accessing central Partnership courses.

RESOLVED – That (a) - the updated Stafford 14-19 Partnership Business Plan 2019-2024 (hereinafter called the Business Plan) and 2019/20 Partnership Update report be approved.

(b) the funding request to the Staffordshire Education Centre Charity (registered number 528604) as set out in the report and Business Plan for 2020/21 and 20/22 academic years be approved.

For 2020/21 academic year this will be a sum of £155,264 as set out in the Business Plan.

For 2021/22 academic year the Stafford 14-19 Partnership is requesting an estimated sum of £191,294 as set out in the Business Plan.

(c) Staffordshire County Council's Assistant Director- Skills and Employability, continues to be authorised to approve the release of funds set out above subject to the successful delivery of the 2020/21 element of the Business Plan.

90. Endowment Charity Funds Annual Accounts 2019/20

The Committee were presented with the 2019/20 Annual Accounts for each of the Endowment Charity Funds where Staffordshire County Council had been appointed Sole Trustee.

The Committee were advised that 3 of these Charities have income levels of over £25,000 and therefore must submit a copy of their annual accounts, along with a report from an independent auditor and a brief Annual Report, to the Charities Commission.

RESOLVED – (a) That the Committee approve the 2019/20 Annual Accounts for the 9 Charities where the Council is the Custodian Trustee.

(b) That the Committee approve the Trustee's Annual Reports for the 3 Charities which are required to submit such to the Charity Commission.

91. Exclusion of the Public and Press

RESOLVED – That the public be excluded from the meeting for the following items of business which involve the likely disclosure of exempt information as defined in the paragraphs of Part 1 of Schedule 12A (as amended) of the Local Government Act 1972 indicated below.

92. Exempt Minutes of the previous meeting held on 19 November 2019

RESOLVED – That the exempt minutes of the meeting held on 19 November 2019 be confirmed and signed by the Chairman.

Chairman

Charities and Trusts Committee – 15th June 2021 **Stafford 14-19 Partnership: Updated Business Plan 2019-2024**

Stafford 14-19 Partnership (formerly known as Stafford Collegiate) previously had its central administration based on Trust land known as the Chetwynd Centre until August 2017 when it relocated to Stafford Manor High School, as a result of the Trustees authorising the sale of the Chetwynd Centre.

Recommendations:

The Trustees of the Charities and Trusts Committee to:

1. review and approve the updated Stafford 14-19 Partnership Business Plan 2019-2024 (hereinafter called the Business Plan) and 2020/21 Partnership Update report – copies attached.
2. consider for approval the funding request to the Staffordshire Education Centre Charity (registered number 528604) as set out in the Business Plan for 2021/22 and 2022/23 academic years. If approved the release of funds will be from the charitable income, interest from the capital investment of the permanent endowment, from the Staffordshire Education Centre Charity:
 - 2.1 For 2021/22 academic year this will be a sum of £169,029 as set out in the Business Plan (page 24), this is a reduction of £22,265 on the amount (£191,294) approved in principle by the Trustees at the 9th September 2020 Committee meeting. This reduction is due to a reduced level of support for the shortfall in teaching costs and the 2020/21 financial year ending with a surplus due to activities that were unable to take place due to Covid 19 restrictions and additional income or savings on 'usual activity' along with an un-touched contingency fund.
 - 2.2 For 2022/23 academic year the Stafford 14-19 Partnership is requesting an estimated sum of £176,319 as set out in the Business Plan (page 25). This level is required to meet the continued anticipated shortfall on income due to lower pupil numbers accessing central Partnership courses as explained at the 2019 Committee meeting, figures are detailed on page 12 of the Business Plan. Funding request continue to include elements to support activity to challenge Gifted and Talented students and engage those at risk of NEET or exclusion.
3. approve Staffordshire County Council's Assistant Director - Skills and Employability to continue to be authorised to approve the release of funds set out above subject to the successful delivery of the 2020/21 element of the Business Plan.

Staffordshire County Council's role as a Charity Trustee:

4. Trustees have and must accept ultimate responsibility for directing the affairs of a Charity, ensuring that it is solvent, well-run and delivers the charitable outcomes for the public benefit for which it has been set up.

5. Local Authorities are well suited to be a Charity Trustee as they are:
 - rooted in the local community;
 - open and transparent in their dealings;
 - highly accountable for their actions; and
 - have the high standards of public conduct embedded in the way they work.
6. Charity Trustees have a duty to act solely in the best interests of the Charity and its beneficiaries with a view to furthering its charitable purposes and for no other purpose whatsoever. They must also ensure that any charitable assets are managed independently and prudently in accordance with their charitable purpose and any restrictions in the charity's governing document.

Background to the Stafford Education Centre Charity:

7. Staffordshire County Council (the Council) is the sole administrative trustee of the Stafford Education Centre Charity (SECC - registered number 528604) and is responsible for the general control, management and administration of the Charity. The Council discharges its obligations through the Charities and Trusts Committee.
8. SECC is governed by the revised Scheme approved by the Trustees at the Committee meeting held on the 17 November 2015. The Charity Commission gave final approval of this revised Scheme on 11 March 2016. The revised Scheme sets out the object of the Charity which is "the promotion of education of persons between the ages of 14 and 19 years who are resident in [or being educated in] Stafford in such ways as the trustee thinks fit."
9. The Chetwynd Centre built in 1860, a grade 2 listed building, was the permanent endowment of the SECC and the Council held the land and buildings on trust status. The Trustees approved the sale of the Chetwynd Centre and the sale was completed in early 2018. The funds from the sale have been added to the endowment investment.

Background and Context:

10. The Charities and Trusts Committee agreed at the 16 July 2015 Committee meeting that the preferred option was the disposal of the Chetwynd Centre through sale and the Committee agreed to:
 - a) ensure arrangements were stabilised to provide continuity for the Partnership, including producing an annual Business Plan and budget approval process;
 - b) implement the preferred option that sought permission to amend the objectives of the SECC removing the requirement on Trustees to retain the Chetwynd Centre;

- c) instruct officers of the Council from Legal, Finance, and Skills teams to continue to work with the collaborative of 14–19 education providers in Stafford to develop and implement appropriate and timely mechanisms for the submission and approval of a Business Plan to the Committee as the application process for the use of the available charitable funds in the future. The Business Plan must set out how the Stafford 14-19 Partnership will meet the educational objectives of the SECC and provide assurance to the Committee on how the endowment funds requested will be deployed.
11. At the 12th June 2018 Committee meeting Trustees approved in principle to the Stafford 14-19 Partnership to be supported by the Staffordshire Education Centre Charity with financial contributions on a rolling five-year basis subject to the production of a Business Plan being produced and approved by the Trustees.

12. Progress to date:

- a) Council Officers have continued to have ongoing dialogue with the Stafford 14-19 Partnership to consider the implications of further developing the wider collaborative approach across all 14-19 providers in the Stafford district. This is reflected in the refreshed Business Plan for 2019-2024 that is being presented to the Committee. The existing partners are committed to working collaboratively to improve and develop the delivery of 14-19 education in Stafford and to broaden the Partnership to work with other educational providers to ensure the best outcomes for young people across Stafford. Collaborative working is a key thread throughout the Business Plan.
- b) Council Officers have supported the developments of the Stafford 14-19 Partnership including the production and update of this latest Business Plan that is attached for the Trustees approval and this sets out plans for the operational delivery of the Partnership. The Plan clearly identifies the objectives of the Partnership and it sets out the case of how the endowment funds requested will be deployed and it requests that the Committee continues to approve financial support. The Trustees are being asked to approve the allocation and release of funds from the charitable income, interest from the capital investment of the permanent endowment, from the SECC (registered number 528604). The Stafford 14-19 Partnership is requesting the following contributions that are set out the Business Plan:
 - For 2021/22 academic year this will be a sum of £169,029 as set out in the Business Plan (page 24), this is a reduction of £22,265 on the amount (£191,294) approved in principle by the Trustees at the 9th September 2020 Committee meeting. This reduction is due to a reduced level of support for the shortfall in teaching costs and the 2020/21 financial year ending with a surplus due to activities that were unable to take place due to Covid 19 restrictions and

additional income or savings on 'usual activity' along with the untouched contingency fund.

- For 2022/23 academic year the Stafford 14-19 Partnership is requesting an estimated sum of £176,319 as set out in the Business Plan (page 25). This level is required to meet the continued anticipated shortfall on income due to lower pupil numbers accessing central Partnership courses due to the dip in the size of overall student cohorts and the continued expansion of gifted and talented programme and 14-16 alternative provision.
- c) The Council Officers will continue to work with the 14-19 Partnership to promote good financial management and the agreed approach to managing the delivery of the Business Plan. Colleagues from the Partnership will continue to attend the Committee on an annual basis to present progress against the Business Plan and to demonstrate the positive action and outcomes from receiving the financial contribution from the SECC.

Equalities Implications:

13. None identified.

Legal Implications:

14. The Committee (in its capacity as Trustee of the SECC) is legally obliged to ensure that the SECC is managed in accordance with its objectives and to prevent any conflicts of interest between the administration of the SECC and of the Council.

Resource and value for Money Implications:

15. The Committee may apply the income and capital of the SECC in meeting the proper costs incurred when administering the Charity and managing its assets.

Risk Implications:

15. Decisions made by the Committee must be made in the capacity as Trustee only and must ensure that any decisions are made in accordance with the Charities Act 2011 and Charity Commission guidance.

Report Author:

Alison Matthews, Skills and Employability Team, Staffordshire County Council.



S T A F F O R D

14-19 Partnership

Business Plan 2019-2024

Reviewed April 2021

Reviewed by:

Lesley Beck - Sir Graham Balfour High School Head Teacher and Partnership Executive Group (PEG) Chair

Margaret Smart - Stafford 14-19 Partnership Manager

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1. Foreword: Vision

At a time of increasing change in education we look forward to meeting the challenges that will enable us to provide the very best education for the young people of Stafford.

The aim of the 14-19 Partnership is to further develop the strong partnership which has grown from our well-established, collaborative delivery of 16-19 education in Stafford, by incorporating effective plans to include provision for specific groups of 14-16 year olds. In this way, we will fulfil the objective of the Stafford Education Centre Charity (SECC) for the promotion of education of people between the ages of 14 and 19 years who are resident in [or being educated in] Stafford.

The partners are committed to working collaboratively to improve and develop their delivery of 14-19 education in Stafford and to broaden their partnership to work with other educational providers to ensure the best outcomes for their students.

This plan is to show how the schools, academies and other educational providers can work in partnership, with the continued support of the SECC, to develop and deliver 14-19 education in Stafford.

The Partnership's ambition is expressed in terms of choice, quality and aspiration: to ensure our young people have opportunities to progress, that they have a choice of quality provision, which will help them to become outstanding citizens of Stafford and beyond. This takes form in two parts: the Stafford Sixth Form Partnership, which exists to provide a broad range of A-level and quality level 3 qualifications to the students of Stafford and the development of a new 14-16 plan, with a twin focus of addressing the needs of gifted and talented (G&T) students and those at risk of being Not in Education, Employment or Training (NEET) or permanently excluded.

The governing bodies of all the partnership schools and that of the Partnership are entirely committed to the continuing development of the work of the Partnership in order to provide an outstanding education for the students of Stafford and to improve their life chances.

We thank you for the continued support of the Charities and Trusts Committee on behalf of the SECC in achieving our aims, without which the Stafford 14-19 Partnership could not continue to work with the young people of Stafford to broaden their opportunities and support them on their journey to becoming enthusiastic and effective members of the workforce of Stafford in the future.

[Lesley Beck and Margaret Smart.](#)

2. Context Rationale

Whilst Staffordshire County Council has a statutory responsibility to ensure that every child in the county has an offer of suitable post-16 education or training when they need one, post-16 education is funded centrally. Clearly there are advantages to working collaboratively, and today's Partnership builds on over 20 years' experience with a proven track record of continued improvement and success in the 16-19 sector. History shows us that this is something that works well and with sufficient funding could grow still further.

The plan for Stafford Borough Council 2011-2031 states that, "By 2031 the County Town of Stafford will have...increased educational attainment at all levels and retained high quality graduate skills delivered by further education facilities and bolstered by significant inward investment." The partners in this plan, responsible for the education of around 5000 students, wish to play a significant part in achieving this, which is a key reason for requesting that they continue to receive a funding contribution provided by the SECC for delivery of high quality education and to enable long term development planning.

HM Government's Review of post-16 Education and Training Institutions wishes to see 'clear, high quality professional and technical routes...alongside robust academic routes.' We believe that we have a well-established track record on providing the latter, and that our colleagues in the local colleges and independent training providers offer outstanding professional and vocational provision, which, taken together, provide our young people with every possible avenue to progress.

The Partnership model currently works to the benefit of the students based in the five partner schools and academies, but we wish to develop opportunities for further collaboration with other providers to help ensure that the 14-19 curriculum offers all students the best and most suitable pathways open to them. Effective working relations with Stafford College have existed for many years and we are increasingly working with them to ensure our students make the correct choices for their post-16 pathways. In a similar way, we engage actively with other local agricultural colleges and indeed other private training providers in order to maximise the chances of success for our young people. The landscape in education is constantly changing and there may be new possibilities in the future with new providers of 14-19 education in Stafford. It is highlighted in the 'Stoke-on-Trent and Staffordshire Strategic and Economic Plan (April 2018)' that "We therefore recognised the importance of developing education and skills across all age groups as being crucial to the future economic prosperity and competitiveness of the area"..... "the need to ensure that young people entering the workforce are well equipped for improving the productivity of our economy remains."

It has been recognised both by Stafford Borough Council [SBC] and Staffordshire County Council [SCC] that, "...skills levels were a major challenge in our area. In particular, weakness in engineering and technology skills were holding back the growth of our manufacturing sector, an area of comparative advantage for our LEP area. We therefore recognised the importance of developing education and skills across all age groups as being crucial to the future economic prosperity and competitiveness of the LEP area." This makes the work of the providers of 14-19 education crucial in helping support young people and the contribution they can play in helping the local economy to grow. In its plans, Stafford Borough Council recognises that, "the local economy will be sustained by supporting the location, diversity and intensity of new economic development through...Increasing the levels of skills and educational attainment of the Borough's workforce, to promote the area as a place to invest through delivery of enhanced higher and further education facilities."

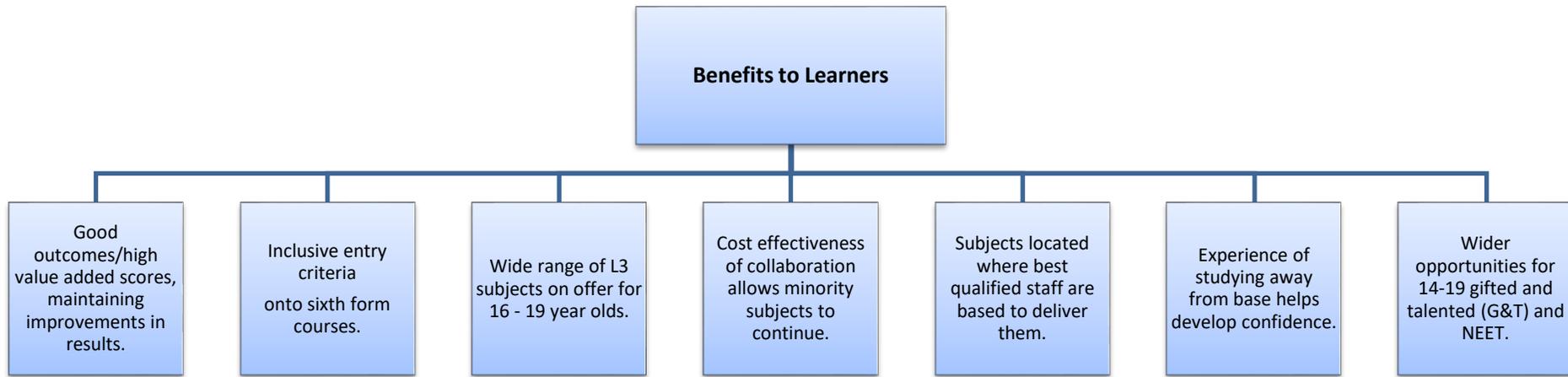
The track record of the providers in the Partnership and formerly in the Stafford Collegiate has shown the strength of collaborative working, and its success post-16 is evidence of the advantages gained through working together. In SCC's 'Education and Skills Strategy for Staffordshire 2018 – 2022' it states "...every child in Staffordshire deserves the best possible education. We want all Staffordshire children to leave school equipped with the knowledge and skills they need to continue in

education and forge a successful career as healthy and responsible adults.”

Educational Partnership

We continue the strong 16-19 curriculum model that has proved successful in the town for many years. This allows students from any of the partners to follow level-3 courses in any school within the Partnership curriculum offer. This provides an outstanding common curriculum offer, allowing students greater choice and more opportunity to choose their strongest subjects for continuing study, impactful teaching supported by rigorous ongoing assessment and progress tracking and excellent advice, guidance and pastoral support, all of which have been recognised by Ofsted in inspection reports of partner schools.

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These strengths will continue to be facilitated by a management that fosters openness, trust and joint decision-making. The management framework comprises the Headteachers’ group (executive leadership, policy, quality assurance), the Curriculum Leaders’ group (curriculum policy development), the Heads of Sixth group (operational leadership, policy recommendations), Student forum (learner experience inputs to QA and policy development), and the Finance officer’s group (financial policy). These management groups are made up of staff in the partner schools. They are served by a part-time Stafford 14-19 Partnership Manager, a part- time Clerical Assistant, and a part- time Bursar.

The Stafford 14-19 Partnership members are:



**Blessed William
Howard Catholic High
School**



**King Edward VI High
School**



**Sir Graham Balfour
School**



**Stafford Manor High
School**



**The Weston Road
Academy**

These schools and academies work in partnership and continue to offer an outstanding 14-19 curriculum programme to their students. The future of sixth forms has been under discussion in recent years, particularly in light of the changes to funding for 16-19 students. Central funding has continued to decline significantly in recent years and this has had a significant impact on school sixth forms. Smaller classes are increasingly unviable and this jeopardises minority subjects particularly. Currently, no individual partner could operate an independent sixth form where students could access the breadth of curriculum only possible when resources are pooled. By working in partnership we can offer subjects such as French, Further Maths and Music, for example. As each student has unique needs we understand that the best way to meet the requirements of 16-19 students in our schools is to work collaboratively. We believe that **only** with the support of the SECC can we continue to offer an outstanding post-16 A-level and BTEC programme, which is the first step in fulfilling the charity's objectives.

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The status of local schools has changed over recent years. Blessed William Howard Catholic High School, Sir Graham Balfour School and Weston Road Academy have converted to academy status, and orders are in place for King Edward VI to follow. The schools are committed to collaborative working at 14-19 and any future academy conversion should not affect their future 14-19 working arrangements. Governance and executive group meetings are fully committed to working together in the best interests of our young people.

Governance

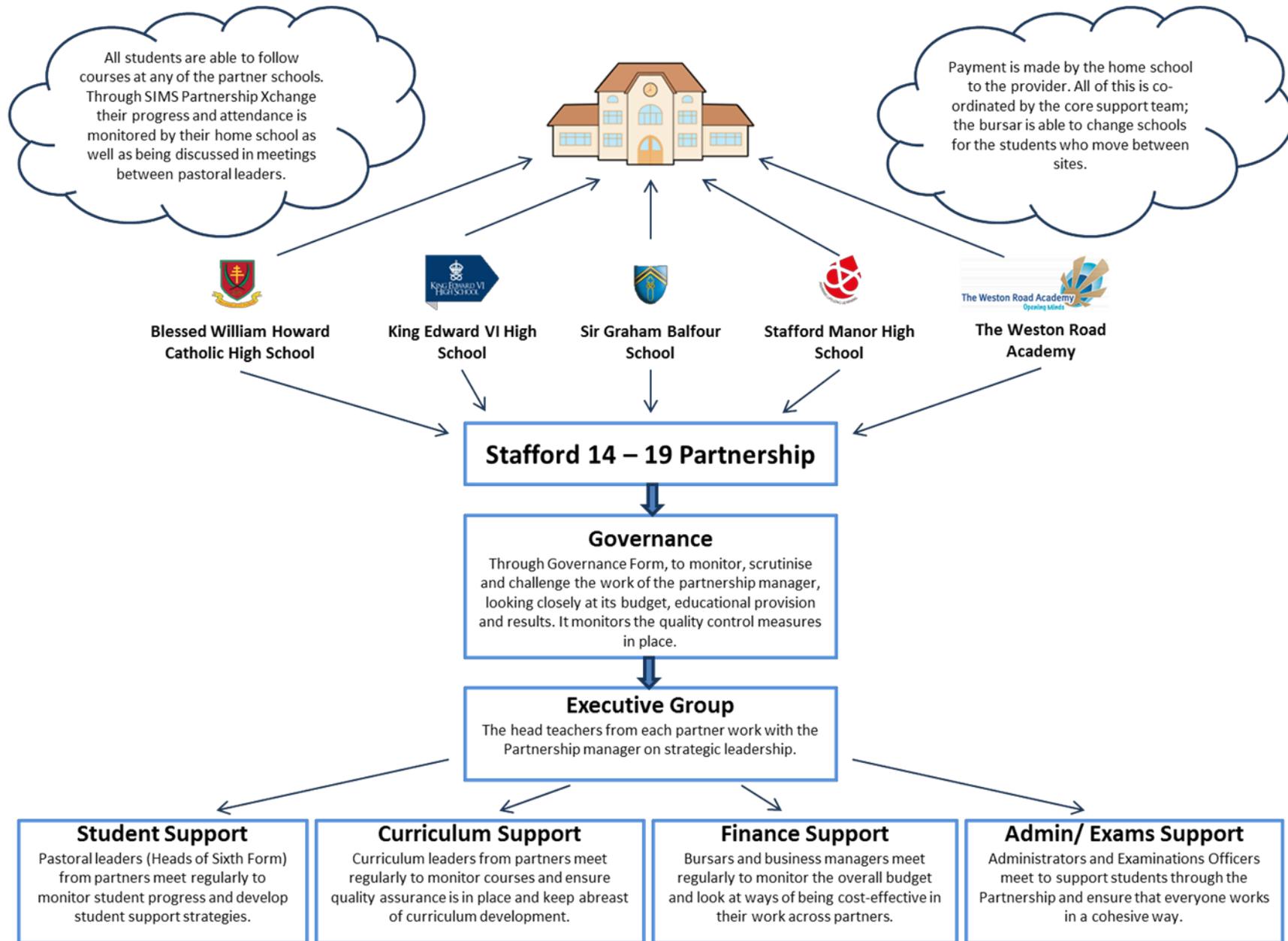
Governance of the Partnership is through the Partnership Governance Forum [PGF], a body comprising one representative from the governing bodies of each school, two heads or principals, a nominated representative from the trustees of the SECC and an officer of the Local Authority.

Their role is to monitor, scrutinise and challenge the work of the Partnership, looking closely at its budget, educational provision and results. It monitors the quality control measures in place, looking at:

- Appropriate curriculum programme in place for sixth form students
- Numbers of students progressing from Y10-11, Y12 and 13.
- Numbers of students on each course
- Quality of teaching

- Retention on courses
- Outcomes in terms of results (pass rates/Average Point Score (APS)/Student destinations)

The PGF's role would be to ensure that regular reports are submitted to the Trustees for scrutiny to show the SECC contribution is being used effectively to fulfil the objectives of the charity. Thus ensuring complete transparency and providing evidence that the investment being made fulfils the SECC objectives.



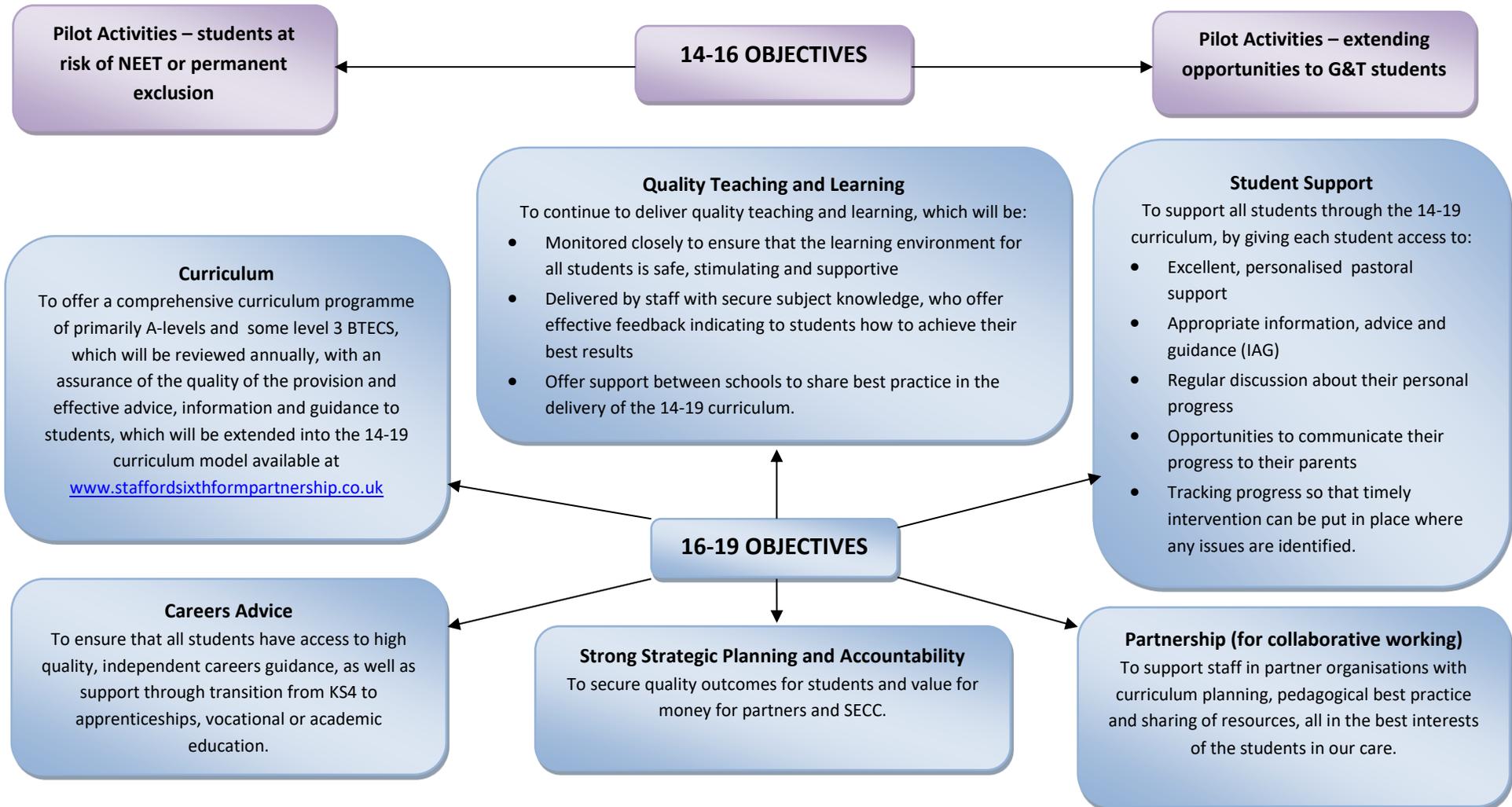
3. Position Statement

Working in partnership may not be unique either in the county or nationally, but we believe that the case for Stafford demonstrates that it is worth the continued support of the Stafford Education Centre Charity [SECC]:

- a. It allows the Stafford 14-19 Partnership [the Partnership] to benefit from operational support that has allowed schools and other partners to work successfully together for a number of years, so that students benefit from a joint curriculum provision. This includes an overall Partnership Manager, Bursar and Clerical Assistant, who work closely with all partners to bond together the collaborative working.
- b. By working in partnership, we can offer a curriculum programme in the sixth form that is one of the most extensive in Staffordshire and which will always seek to offer minority subjects, including French, Further Mathematics and Music, to students.
- c. There is already a broadly-common timetable for post-16 studies which allows the flexibility for learners to study at any of the partner schools. Partnership Exchange (established through Capita SIMs) allows transfer of progress and attendance data between partners.
- d. Our success rate for academic studies is in line with the national picture; this is something we would like to celebrate as it comes with the recognition that the partnership has much more inclusive entry criteria than many similar groups and institutions nationally. In 2019, the national and Partnership average grade was a C.
- e. As well as positive attainment outcomes, we also enjoy extremely good progression into higher education. In 2020, 100% of students who wanted a place at university gained one, with the vast majority taking a place at their first choice university. This is a **truly outstanding accolade for the Partnership providers** and will in turn contribute to the workforce of the future for our town. Students went on to study a wide variety of courses from accounting and finance through to marine environmental science. Partner schools have reported feedback from students that the support and encouragement they had during their time in the Sixth Form was significant in their success.
- f. We have also seen a big increase in the number of students applying for and gaining places within the Apprenticeship Programme from a wide range of employers including national employers such as; Rolls Royce, Bentley and Jaguar Landrover, ensuring that students go on to achieve the success that they have worked hard for and thus to empower them to become active citizens within Stafford with the skills needed to contribute to employment and the growth of Stafford and the County of Staffordshire.

4. Aims and Objectives

The Aim of the Stafford 14-19 Partnership is to enhance and continue the well-established strong collaborative delivery of 14-19 education in Stafford, thus helping to fulfil the objectives of the SECC for the promotion of education of peoples between the ages of 14 and 19 years who are resident in [or being educated in] Stafford.



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5. Analysis of Current Partnership Provision

Strengths, weaknesses, opportunities and threats

Strengths

- Supportive and developmental approach to sharing skills and resources
- An exceptional offer for post 16 students in Stafford
- Vast experience gained in working collaboratively for over 20 years
- Schools where Ofsted has already identified that outcomes and aspirations are high
- Common approach to Quality Assurance procedures
- Link to recent local economic growth and inward investment creating opportunities for school leavers.

Weaknesses

- Travel is time consuming (offset to a degree by the way we timetable lessons)
- Students may not be able to study all chosen subjects on one site
- Funding at Sixth Form has been reduced over recent years and remains a key concern.
- Transport infrastructure developments in the local area will create short term transportation concerns for students and staff.

Opportunities

- Develop and expand collaboration to the 14-19 age group
- Involve more institutions in the Partnership for delivery including training providers and local universities
- To involve new education providers in Stafford in the work of the Partnership
- To work more with local businesses and Local Enterprise Partnership (LEP) to address the employment and skills needs
- Local house building programmes and service personnel relocating to MOD Stafford could increase the number of 14-19 students.

Threats

- Upper age year groups still relatively small due to the lower birth rate.
- Plans for additional school places in Stafford outside of the partner schools
- Frozen funding for 16-19 education sector, which could realistically result in staff reductions in schools, colleges and other training providers. Increasing to £4,188 in August 2020 but schools/academies will only receive new rate part way through the financial year.

Projected Year 12 Numbers in 2019-2024

There are many variables which could seriously affect the way in which we estimate numbers for the future, including the increased number of apprenticeships on offer, the draw of Stafford and other Colleges, birth rates rising and falling as well as staffing capacity at the different partner schools. The following therefore is likely to change and we will make amendments on an annual basis.

Current predicted Year 11 numbers for 2019-2024:

	Sep-19	Sep-20	Sep-21	Sep-22	Sept-23	Sept-24
BW	153	141	163	164	193	186
GB	171	170	176	178	205	180
KE	111	135	109	108	162	120
SM	60	57	68	97	90	90
WR	151	167	164	181	193	200
Total Y11	646	670	680	728	843	776

Potential Numbers in Y12

	Sep-19	Sep-20	Sep-21	Sep-22	Sept-23	Sept-24
BW	61	56	65	66	77	74
GB	68	68	70	71	82	72
KE	44	54	44	43	65	48
SM	24	23	8	10	12	15
WR	60	67	66	72	77	80
Total Y12	258	268	253	262	313	289

These calculations are based on figures supplied by the partner schools and are as accurate as they can be at the time of publication of this document

Curriculum Programme over Five Years

Overall, given what we currently know, it should be possible to maintain and enhance the current curriculum programme for five years. There will be a few courses which, because of demand, may not be viable, but it is our hope and intention that subjects such as Modern Foreign Languages and Music would be protected against this despite currently attracting only small numbers. It is the current hope of the PEG to introduce a new D&T A-level for September 2021. MFL is currently on hold due to Covid-19.

Given the changes to A-level entry and the requirements of universities, a majority of students will follow only three A-levels or equivalents, thus reducing the demand for courses experienced in previous years, when students often sat an additional AS level.

Funding

There is always uncertainty in setting out the financial plan for the post 16 offer for a number of reasons:

- Funding under the Coalition Government was cut to circa £4,000 per student and the only assurance given is to freeze funding for post-16; however, costs continue to increase: staffing costs with incremental drift, higher NI payments and pension contributions etc., are only part of the picture which includes rising costs in terms of utility bills and resources. The amount is increasing to £4,188 from August 2020 however, schools/academies will not receive this new rate until part-way through the financial year.
- Whilst there is every opportunity to consolidate the Sixth Form offer in Stafford, the opportunities for expanding this and developing the model further to cover the full 14-19 curriculum will depend on the proactive promotion to attract and engage with new partners, which may include any new education providers in Stafford.
- In addition to any funding received from the Stafford Education Centre Charity, it would be incumbent on the Bursar, 14-19 Manager and Curriculum Managers Group (CMG) to seek to source additional forms of funding to support the curriculum programme and associated provision.

Profile of Other Providers

How does the current offer of the Stafford 14-19 Partnership add to that already available in the town and district?

- Stafford College offers a very wide range of level 3 vocational courses and a relatively new offer of A-level courses
- In the private and selective sector parents can opt to send their children to Stafford Grammar, Adams Grammar and Newport Girls School.
- There are some local schools (Walton, Alleynes and Burton Borough) who also offer A-levels in their independent Sixth Forms
- In the wider area there is a Sixth Form College in Stoke-on-Trent and South Staffordshire College also offers vocational courses post-16.

Advantages of a wider 14-19 Partnership

SCC has identified in its 'Education and Skills Strategy for Staffordshire 2018 – 2022' that it is important to "...promote the partnerships and networks to lead, improve and develop education and skills in Staffordshire." The experience that the partners already have in succeeding in strong collaborative working will prove useful in developing the model in the next five years; this is another reason for us wishing to request a commitment to support from the SECC for the next five years.

What the Partnership can offer above other sixth forms is the over-arching operational team of a management committee, administrative support and bursar, which allows for the successful collaborative working relations, giving the additional value of the organisation. This brings several advantages:

- It offers an outstanding choice of academic A-level courses for post-16 learners which are delivered by experienced teaching staff with excellent subject knowledge, which enables minority subjects to run. It will also offer to pilot an alternative curriculum offer for 14-19 students.
- Students have the opportunity to experience learning in other centres beyond their own and access subject specialisms located at the school which has the best resources to deliver that subject. Each student receives individual tutorial support, including independent IAG support through UCAS and careers guidance and an extensive Enrichment programme.
- There is an IT infrastructure in place to monitor attendance and progress, which offers data for an established quality assurance programme. This has led to a track record of good results through timely intervention when underachievement is identified and regular dialogue and monitoring of progress and attendance between partners at several levels and at regular intervals.
- Through the existing groups who work collaboratively there are extensive opportunities to share good practice, develop robust quality assurance systems and enjoy collaborative curriculum delivery. The Curriculum Managers Group [CMG] already uses meeting time to consider curriculum issues from across the secondary range including opportunities for G&T provision and for the development of opportunities to reduce the numbers of students in danger of becoming NEET in Stafford.

6. Marketing

There are advantages to marketing the offer that Stafford Schools can provide for post-16 students: in attracting more students it makes courses more viable and allows them to access better resources. We have a unique selling point in that we can offer students both the opportunity to remain within their own school, or expand their horizons and study in other centres, giving them a taste of working with new teaching staff and other students, which is good preparation for those who may progress into higher education. Partners are currently developing strategies to ensure that all students and parents understand the unique and wide ranging offer. Through a common prospectus, flyers, the internet and the press, the offer will be publicised as widely as possible. The recently published Stoke-on-Trent and Staffordshire SAP Local Skills Report highlights four key areas of need (Construction, STEM, Health and Social Care and Digital), to which the work of the Partnership will aim to respond.

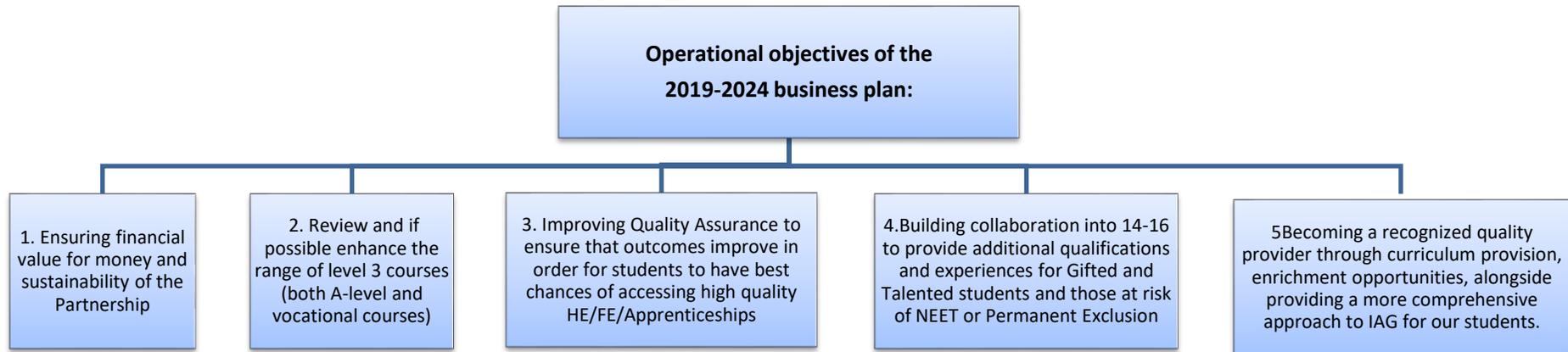
Strategy

We should be aware that:

- We can offer a curriculum programme that is unique in the county with at least five 11-18 providers working in such close collaboration
- Attracting students into partner schools will ensure viability of the curriculum programme
- What we offer has a proven track record for success, especially in the support strategies for students as well as academic success
- We already know that there will be growth in the market from new housing
- We will seek to develop appropriate relationships with local press, businesses and developers
- There are marketing representatives within the schools who focus on methods and developing a strategy to reach parents and students, so they understand fully the context to the decision being made for post-16 education.
- Opportunities for communicating directly with people, such as open evenings, need to be well advertised and timely so that they influence the right people at the appropriate time. All points of access will comply with GDPR

7. Future Development: The Timeline

The five operational objectives, which are derived from the six partnership objectives identified on page 10 in the business plan, are the focus of our work:



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Year 1: (2019-2020) Consolidate and Enhance

See Action Plan below. To further enhance all aspects of the 16-19 provision whilst planning pilot projects for the 14-16 Plan to further build on the success of the last 5 year business plan.

Year 2: (2020-2021)

To put in place plans worked on in Year 1: to roll out pilot projects for 14-16 learners (at risk of NEET & Permanently Excluded as well as G&T students). To address concerns raised from Quality Assurance and further strengthen quality of Level 3 Teaching. Seek to ensure closer liaison with local LEP and skills advisory panel.

Year 3-5: (2021-2024)

To review work of Year 2 Plan, adjust targets, maintain focus on key objectives and take corrective actions where appropriate.

During 2021/2022 there is an opportunity to embed the developments highlighted in the operational action plan and ensure that targets are being met so that there are fewer disengaged students in 14-16 education and an increase in the percentage of 16-19 year olds continuing education, training or employment with training. Performance indicators will include national level 3 measures and level 3 value added, but also GCSE, Progress 8 and NEET measures. A key issue to be addressed is the impact of the pandemic on students' options and decisions as to their future. As last year, Year 11 students will not have sat any external GCSE exams and this may have an impact on their future studies. This will need to be closely monitored throughout the year.

Relationships with stakeholders are developed to ensure that 14-19 students benefit from the most appropriate education and training. Quality assurance will ensure that there is sufficient high quality provision at all levels.

Embed processes of evaluation and reviewing, with regular reports to Governance Forum and Trustees.

The key teams within the Partnership will be ready to put into place the issues outlined above, having brought key stakeholders and providers on board. These may include further 14-19 providers, colleges, Entrust Skills & Employability team, Careers Enterprise Company (CEC), local training providers and universities.

Curriculum developments will reflect government reforms and also the aims to develop opportunities for 14-19 year olds.

As the five-year cycle comes to the end of its period it will be time to reflect and review what has been achieved and begin to plan for the next five years. As the educational landscape has moved on and new initiatives will move to the forefront of planning and priorities will have progressed. Consider the local and national needs that will be highlighted through the Industrial Strategy 2017 that states 'It will help young people develop the skills they need to do the high-paid, high-skilled jobs of the future. It backs our country for the long term: creating the conditions where successful businesses can emerge and grow and helping them to invest in the future of our nation'. At the heart of the new business plan will be educational policies such as Keeping Children Safe in Education; CEIAG Policy; Alternative Provision requirements; SEND Code of Practice; and Participation of Young People in Education, Employment or Training Statutory Guidance and providing young people of Stafford with the very best education in Staffordshire and nationally.

To support this we will further endeavour to build links with the LEP, other local employers, training providers and educational establishments that would enhance the opportunities for the young people of Stafford. The 'Stoke-on-Trent and Staffordshire Strategic and Economic Plan (April 2018)' states "We will continue to work with Universities, Colleges, Schools, and Providers to help tackle low productivity, raise aspirations and grow a positive culture of innovation and research within the region."

Operational Action Plan 2021-2022

Objective 1	Tasks	Success Criteria	Time Frame	Body Responsible	Resources
Ensuring financial value for money and sustainability of the Partnership.	Continue to accurately assess income and expenditure and report to appropriate bodies in the Partnership and Governance Forum.	<ul style="list-style-type: none"> Relevant Partnership bodies will have timely reports in order to be able to plan for financial stability and efficacy. 	06/2022	PEG & Partnership Finance Group (PFG)	Meeting Time.
	Explore further potential funding streams to add to the Partnership.	<ul style="list-style-type: none"> Establish links with the Stoke-on-Trent & Staffordshire Local Enterprise Partnership (LEP), the Careers Enterprise Company and the Careers Hub work and local employers. 	06/2022	Bursar, 14-19 Manager & Curriculum Managers Group (CMG)	Research Time.
	Plan strategies to increase intake of students into Partnership in order to enhance sustainability of partnership and increase income	<ul style="list-style-type: none"> Numbers of students coming into the Partnership increase still further across the Partnership, including students from outside the Partner schools. 	09/2022	PEG, CMG, CGS	Meeting time

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Objective 2	Tasks	Success Criteria	Time Frame	Body Responsible	Resources
Review and if possible enhance the range of level 3 courses (both A-level and vocational courses).	Develop pre-16 school to school liaison to encourage students to stay and move within the Partnership.	<ul style="list-style-type: none"> Students have experience of attending all schools (transition visits) in the Partnership. Barriers are lowered, fears are eased. Taster sessions take place in centres who are sole providers of a course (e.g. French, Computing). 	Summer term 2021 and ongoing throughout 2022	14-19 Manager & Curriculum Group Students (CGS)	Transport and staff accompanying.
	Continue to develop subject hubs for sharing of good practice, develop opportunities for professional development.	<ul style="list-style-type: none"> Subject leaders can meet, share practice and jointly plan schemes of work. Consider common exam boards where subjects at risk. 	on going	CMG	Meeting time allocated on all school calendars.
	Seek to develop sufficient L2 and L3 provision across the partner schools which address the skills requirement of local and national business, including engineering and STEM subjects.	<ul style="list-style-type: none"> Establish links with the LEP and local employers. Work experience provided for 14-19 students that is career related, to provide a realistic experience of the world of work. Secure STEM, Career Enterprise Company (CEC) and Apprenticeships IAG. 	on going	14-19 Manager & Career, Information, Advice and Guidance	Work experience coordination within each of the schools – meeting time.

Objective 2 cont.... Review and if possible enhance the range of level 3 courses (both A-level and vocational courses).		<ul style="list-style-type: none"> Explore the viability of level 2 and 3 qualifications within schools that have a direct route to A-level provision and L3 vocational provision in line with local labour market needs (A-level D&T, media, English Lang/Lit and BTEC IT and sports development and coaching have been added to offer more breadth to the curriculum programme. 		(CIAG) leads in schools	Planning time and Teacher time to deliver.
	Further enhance and respond to systems to capture learner voice to support responsiveness and range of provision.	<ul style="list-style-type: none"> Partnership wide student voice questionnaire using online questionnaire software. Review of feedback from the student questionnaire. Focus student groups to discuss aspects of student voice. 	09/2022	14-19 Manager & CGS	Planning time and questionnaire production. Time to collate and analyse results, feedback to decision makers. Transport.

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Objective 3	Tasks	Success Criteria	Time Frame	Body Responsible	Resources
Improving Quality Assurance to ensure that outcomes improve in order for students to have best chances of accessing high quality HE/FE and apprenticeships.	Monitor and review the quality of provision of learning in schools, provide support and ensure that there is challenge where there is cause for concern.	<ul style="list-style-type: none"> QA systems are further enhanced and shared within all Partnership schools for delivery of sixth form courses. Further Lesson observations and learning walks as elements of monitoring provision to inform practice. Use of targeted Exam Board CPD to support and develop staff. Further development of Teaching and Learning (T&L) policies to include Teacher Improvement Plans. Further development of data analysis across the Partnership to ensure intervention is more effective 	Ongoing Termly As they occur 09/2022 Ongoing	CMG & CGS	Joint lesson observation opportunities for subjects delivered by Partnership Teachers, by CMG members – cover and subsequent meeting time to action.

Objective 4	Tasks	Success Criteria	Time Frame	Body Responsible	Resources
Building collaboration into 14-16 to provide additional qualifications and experiences for G&T students and those at risk of NEET or Permanent Exclusion.	Audit current provision across the Partnership to see what activities/provision is available for G&T Students. Also to see where provision can be shared with other centres within the Partnership.	<ul style="list-style-type: none"> More opportunities provided for G&T students, encouraging them to stay within the Partnership for Sixth Form 	12/2021	PEG (in liaison with appropriate leads in school)	Time
	Explore possibilities of bringing appropriate G&T leads together to draw up Partnership plan/provision	<ul style="list-style-type: none"> A more coherent approach to provision for G&T students across the Partnership 	ongoing	CMG	Meeting/cover time
	Continue to source providers of alternative provision (AP) to ascertain availability, efficacy and cost of AP courses and provide feedback to e.g. Positive Directions on their provision.	<ul style="list-style-type: none"> Link with existing European Social Fund (ESF) provisions and engaging with wider partners. Students engaging in AP are at reduced risk of NEET or permanent exclusion. 	From 09/2021	14-19 Manager PEG	Partnership Manager Time Funding in line with Raising Aspirations project.
	Audit pilot projects begun in Year 1 and assess success.	<ul style="list-style-type: none"> Students are maintaining attendance at providers. Feedback is favourable. 	10/2021	Chairs group	Time
	Develop and implement strategies to improve participation and retention of young people from vulnerable groups including Children in Care and those with specific needs.	<ul style="list-style-type: none"> Begin an inter partnership enrichment programme to develop 14-16 year olds' confidence and employability skills. Identify vulnerable groups, focus IAG and provide targeted subject support materials and intervention as required. 	Ongoing	14-19 Manager & CIAG Leads	Meeting time, transport between centres

Objective 5	Tasks	Success Criteria	Time Frame	Body Responsible	Resources
Becoming a recognized quality provider through curriculum provision,	Develop further the ways of working with local employers to improve KS4 vocational learning that addresses local employer needs.	<ul style="list-style-type: none"> Develop links with Stoke & Staffordshire NHS trust. Develop further links with the Careers Enterprise Company. 	Ongoing Autumn 2021	14-19 Manager & CIAG Leads	Meeting time Refreshments Location & parking
	Research suitable programmes to increase the percentage of learners	<ul style="list-style-type: none"> Provide representation at all Post 16 events in Partnership schools with corporate branding of 	12/2021	14-19 Manager	Preparation time and availability at

enrichment opportunities, alongside providing a more comprehensive approach to IAG for our students.	progressing to higher education including from vulnerable groups, working with Entrust Skill & Employability Team (Careers) and Partnership IAG coordinators as part of IAG Hub.	<p>all materials.</p> <ul style="list-style-type: none"> Review curriculum offer to include a variety of L3 qualifications that meet the needs of learners and the local labour market. 	Summer 2021	CMG	<p>post 16 evenings</p> <p>Meeting time</p>
	Review and develop further transition planning and processes the end of KS4 and KS5.	<ul style="list-style-type: none"> Review of transition arrangements through the Curriculum Group Students (CGS). Review of Transition challenge for current year. Effective course induction developed and delivered. 	09/2021	CGS & CMG	Use of schools and Partnership websites to host materials
	Monitor and review the quality of impartial IAG available to 14-19 year-old students.	<ul style="list-style-type: none"> Increased use of online careers platform across all centres using it. Audits will show increase in usage and impact on progression routes. 	06/2022	CGS & CMG	ICT facilities in school, cost of online careers platform across all centres

8. Funding

Sixth form students are funded directly by Education and Skills Funding Agency (ESFA) and each student receives a rate of approximately £4,000, rising to £4,188 part-way through the 2020/2021 financial year. This is based on each student attending school for at least 540 planned hours per year. The funding does not take into account whether any of the qualifications we offer within the Partnership are costlier to deliver (such as science, technology and practical subjects) and this payment has to include all additional support that a student would expect, such as enrichment, tutorial, careers advice and other IAG. Schools find it increasingly difficult to support sixth form provision from their budgets.

In the medium term, we would look for additional funding which may be available from grants or local agencies but to support the work of the partners we request that we continue to receive the funding contribution from the Stafford Education Centre Charity, which has supported the work of 16-19 education through the Partnership for a number of years.

The request being made for 2021-2022 is for a sum of up to **£169,029.00** from the SECC to support the next year of the five year plan as we continue to deliver the curriculum and pastoral offer that students of the Partnership are able to access and develop further opportunities for collaborative working specifically for the 14-16 age group. As last year, we request the assurance of funding from the SECC on a rolling, five year basis, in order to allow for the continued development of the work of the Partnership, whilst welcoming the addition of any new organisations that will enhance the curriculum provision for the young people of Stafford. The estimated partnership overheads of £112,759 is a £6,671 increase on the previous estimate for the year (£106,088). We have brought forward £8,448 of expenses from 2020-21 for the server upgrade which could not take place during the past year, legal work and to pay for charges due during 2020-21 which were not received (Broadband, Transactional Managed Services, minibus training charges, software Licences). The funding to cover the brought forward expenses is included in the £18,800 of surplus brought forward into the 2021-22 budget. We have updated our income and expenditure estimates to reflect current anticipated expenditure needs for the year; this has increased some budget lines and reduced others, but overall we have estimated a net reduction in expenses for the 2021 -22 financial year. When the brought forward items are deducted from the total partnership overheads, the estimated expenses for 2021-22 are £104,311., a reduction of £1,777 on the previous estimate.

We have been able to reduce our overall request for funding because we have brought forward £10,500 of surplus income from 2020-21 into the 2021-22 budget (please see above), will receive increased qualification fees due to extra pupils joining centrally delivered qualifications than had been previously estimated and will receive income into the central budget for a member of central partnership teaching staff, who is delivering services to another school, that was not known about when the previous estimate was set.

This funding would be used for:

- Management Team (Partnership Manager, Bursar, Clerical Assistant)
- Marketing, equipment and premises
- Support for delivery of minority subjects
- Development of collaborative extra-curricular and curriculum opportunities for 14-19 students including the development of a 14-16 plan which seeks to respond to the needs of G&T and talented students and to address students at risk of NEET or permanent exclusion
- Delivery of the operational action plan.

Management Team

One of the key reasons why collaboration in Stafford has proved to be successful and effective is the core staff, the Management Team. The Management Team now has its office in one of the Partner schools, Stafford Manor High School.

Partnership Manager (Part time)

The role is to work with partner leaders and governors to be a catalyst to expand delivery, an ambassador in expanding the 14-16 provision, provide leadership for the Partnership by calling meetings, ensuring robust data is available to partners, ensuring the vision is shared, understood and acted upon effectively by all partners, to translate values and visions into objectives and operational plans to develop and improve the Partnership, and to monitor and review the curriculum, keeping abreast of national and local developments. There is a day-to-day role in supporting students, staff and partner leaders to ensure that curriculum provision is engaging and appropriately challenging, with effective quality assurance and robust monitoring of progress, to ensure that the Partnership works within its budget, to organise transport, the application process and analyse data and results. The role also involves keeping the systems used for data exchange (SIMS), applications, timetabling across partners running smoothly. The manager distributes necessary information such as the calendar and ensures that relevant staff are aware of deadlines, including administrative, examinations and teaching staff.

Bursar (Part time)

The bursar works in collaboration with finance staff and business managers from all partners to ensure that there is a robust and cost-effective budget for the Partnership, and ensures that fees for students who follow courses away from their own school are transferred. Also ensures the Partnership has robust processes, accountability and is meeting all audit requirements.

Clerical Assistant (Part time)

The Clerical Assistant's role ensures the smooth running of the Partnership on a day-to-day basis. The job includes organising and recording meetings, keeping the website up-to-date.

Accountability

In terms of accountability, the Management Team work in accordance to the strategic planning from the Partnership Executive Group and their work is scrutinized by the Partnership Governance Forum. Further to this the budget and outcomes of the Partnership would also be presented annually to the Partnership Governance Forum for their scrutiny.

Funding

Total request: £169,029 (contribution from the SECC to be considered and approved by the Charities and Trusts Committee).

Estimated Budget for 2021-22

<u>Income</u>	
Funding for courses	£1,271,058
Revenue balances from 2020-21	£18,800
	£1,289,858
<u>Expenditure</u>	
Teaching	£856,619
Teaching Support/Learning Resources/Enrichment	£414,439
Shortfall on teaching costs*	£35,470
Partnership Overheads**	£112,759
KS4 Alternative Provision and G&T Project***	£39,600
Total Expenditure	£1,458,887
Deficit	-£169,029
* Shortfall due to insufficient numbers attending central partnership courses to cover staffing costs	
** Central team salaries, rent, utilities etc. This includes figure £8,448 of items brought forward from 2020-21 (£112,122 - £8,448 = £103,674 actual expenditure for 2021-22)	
*** Various activities relating to Raising Aspirations in KS4 as decided by the Partner schools	

Total request: £176,319 (contribution from the SECC to be considered and approved by the Charities and Trusts Committee).

Estimated Budget for 2022-23

<u>Income</u>	
Funding for courses	£1,415,753
Revenue Balances from 2021-22	£0
	£1,415,753
<u>Expenditure</u>	
Teaching	£911,419
Teaching Support/Learning Resources/Enrichment	£504,335
Shortfall on teaching costs*	£27,246
Partnership Overheads**	£109,073
KS4 Alternative Provision and G&T Project***	£40,000
Total Expenditure	£1,592,072
Deficit	-£176,319
* Shortfall due to insufficient numbers attending central partnership courses to cover staffing costs	
** Central team salaries, rent, utilities etc	
*** Various activities relating to Raising Aspirations in KS4 as decided by the Partner schools	

9. Appendix

9.1 Excerpts from recent Ofsted Reports

Teachers create a positive learning environment. Pupils are well supported and readily engage with staff about how they can improve. Teachers demonstrate good subject knowledge and provide clear explanations to pupils.

Inspectors observed a positive learning environment in the sixth form and a strong element of challenge.

Students are extremely positive about the sixth form and the support and guidance they receive.

When meeting with inspectors, students highlighted pastoral care as a strength and described how they are helped to achieve their next steps in education, training or employment. Retention rates in the sixth form are extremely high and students have access to a wide range of extra-curricular opportunities.

Teaching in the sixth form is consistently strong. Students benefit from small classes taught by expert teachers. They are extremely well supported.

Behaviour in the sixth form is exemplary. Students attend regularly and are very well motivated to succeed. They provide strong role models for younger pupils.

Work experience is well planned in the sixth form. Students are encouraged to start thinking about placements at the start of Year 12. Plans are refined throughout the year and most students obtain high-quality placements that complement their studies well.

The school's assessment information, confirmed by inspection evidence, indicates that students currently in Years 12 and 13 are making good progress because of strong teaching and high-quality support.

Students enjoy the sixth form. All who spoke with inspectors said that they were glad that they had joined the sixth form. Attendance is similar to the main school and students' behaviour and attitudes to learning are excellent.

Careers guidance for students once they have joined the sixth form is effective. Support for university applications is particularly strong.

Safeguarding is effective in the sixth form. Students know how to keep themselves safe and they consider various safety issues, including sex and relationships and the effects of alcohol and drugs, in weekly tutorial lessons where PSHE is taught.

The sixth form is well led and is improving as a result. Leaders make regular checks on the quality of teaching across the Stafford Sixth Form Partnership, which ensures that provision is effective regardless of where a subject is being studied. Leaders carefully track students' progress and intervene if they start to fall behind. Expectations of students are high.



STAFFORD

14-19 Partnership

Stafford Partnership Update – June 2021

This year has been a very challenging year for students, parents and staff. There has been lots of upheaval, uncertainty and pressure but we believe the Partnership and the 5 Partner schools have done our very best by the students to help achieve the best they can from this crazy year.

Objective 1: Ensuring financial value for money and sustainability of the Partnership.

We have continued to reduce expenditure within the Partnership office, without impacting on the quality of provision. Our HR Advisory service provider has been changed which provided a £500 saving. Subject leader meets, Prospectuses and travel are all unspent due to COVID19.

We have been working hard to raise the profile of the Partnership again but through very different methods this year. Our online Open Week was very successful, and we will continue to have the online presence. From this, applications this year have increased, and we have received more external applications.

Target for 2021-2022 – Continue to establish links with the Stoke-on-Trent & Staffordshire Local Enterprise Partnership (LEP), the Careers Enterprise Company and the Careers Hub work and local employers and increase the number of students coming into the Partnership from outside Partner schools. Given the substantial disruption caused by the pandemic at both individual centre and Partnership level, we will need to re-establish links.

Objective 2: Review and if possible, enhance the range of level 3 courses (both A-level and vocational courses).

We were thrilled to offer new courses in our curriculum offer this year; D&T, IT (Level 3 BTEC), media, English lang/lit and sports coaching and development (Level 3 BTEC).

Given the nature of T levels and requirements for specific and costly equipment/resources it has been agreed T levels are not a viable option for the Partnership at this time.

Target for 2021-2022 – To further develop the transition visits between sites for key stage 4 students and taster sessions for sole provider subjects. Transition in the physical sense has not been possible this year. We made an online prospectus, created an online bank of course information including videos from the staff and video guides on how to apply on our website to support students. Transition activities are currently in the planning stage for delivery early June 2021. This will be dependent on the COVID 19 restrictions throughout the year. We will also be working on improving work experience opportunities. Due to extensive COVID restrictions, it was not able to take place this year.

Objective 3: Improving Quality Assurance to ensure that outcomes improve in order for students to have best chances of accessing high quality HE/FE and apprenticeships.

Our Quality Assurance mechanisms continue to evolve. Individual partners have continued to monitor quality of teaching and learning and curriculum provision. Joint observations have not been possible during the past year but will commence as soon as COVID restrictions allow. Increased post-16 transition activities this year, and the raising of all aspects of challenge, will help to prepare students for their rigorous post-16 studies.



STAFFORD

14-19 Partnership

The review and report system will continue this year and each review will be collated onto a report table that can be sent home to parents to clearly show progress from each review point and allow for timely intervention where required. The transition challenge introduced 2 years ago is now well embedded.

Target for 2021-2022 – Continue the rigorous checking of curriculums, feedback and intervention to raise standards across the Partnership. Re-establishing the subject leader meets.

Objective 4: Building collaboration into 14-16 to provide additional qualifications and experiences for G&T students and those at risk of NEET or Permanent Exclusion.

Unable for the most part to take part in any visits etc, partner schools have retained their proportion of the 'Raising Aspirations' funding and they will provide evidence and evaluations on the work they have been able to complete with the students. Once again, the methods used by partners to help raise aspirations for these groups may have to be different to other years. These include sending students to work-based learning and Alternative Provision sites such as ESF and hoping for work at Francesco's to resume as soon as COVID restrictions allow, as well as undertaking remote/virtual visits to universities etc.

Target for 2021-2022 – Continue to develop and provide more opportunities for these students. Continuing the pilot started in 2019-2020 that was unfortunately cut short due to the pandemic.

Objective 5: Becoming a centre of excellence for curriculum extension through e-learning and other enrichment opportunities, alongside providing a more comprehensive approach to IAG for our students.

Activities and liaison that had been planned for last year and were not able to progress due to circumstances arising from the pandemic will recommence as soon as COVID restrictions allow.

4 of the 5 Partners have been using Unifrog this year and have found it to be an excellent resource for both sixth form and lower school IAG. With this tool, we can improve the UCAS application process across the Partnership and will utilise it to share student references more effectively across all 5 schools.

Target for 2021-2022 – Continue to develop virtual Partnership representation for opening evenings and careers events. Develop the use of Unifrog across the Partnership schools, utilising more of its e-learning opportunities, such as MOOCs.

Local Members' Interest	
Philip Atkins	East Staffordshire District – Uttoxeter Rural

Charities and Trusts Committee 15 June 2021

**Land forming part of The Richard Clarke First School Schoolhouse Lane,
Abbots Bromley, Rugeley WS15 3BT**

Proposal

1. Richard Clarke First School (“the School”) is a community school has been approved by the Secretary of State to convert to an Academy on the 1 September 2021 and will join the Uttoxeter Learning Trust (“Academy Trust”).
2. As part of the conversion process Staffordshire County Council as corporate landowner and Local Education Authority (“County Council”) are required to grant a lease of the land and buildings used by the School to the Academy Trust.
3. The DfE Academy Order is attached at Appendix 1, a copy of this order has been given to the County Council.
4. The School currently occupies land edged red, coloured blue and pink on Plan 1 at Appendix 2 (“School Land”).
5. The area of land coloured blue and possibly the school building coloured pink on Plan 1 are potentially owned by the “Trustees of the time being of Richard Clarke Primary School Abbots Bromley in the County of Stafford”.
6. By a conveyance dated the 10 November 1980 made between the County Council (1) and the Richard Clarke Primary School Charity the County Council (2) (“the Conveyance”) an area of 170 sq. yds of land was conveyed to the trustees of the Richard Clarke Primary School Charity a copy is attached at Appendix 3.
7. Richard Clarke School Endowment Abbots Bromley is registered at the Charity Commission under charity number 528466 a copy of the charity details are attached at Appendix 4. The Charity Commission states the Charity does not own land or lease land or property.
8. In 2003 the County Council transferred many of these single school beneficiary charities over to the schools where there was no land or property involved and Richard Clarke Primary was one of these schools that is why the trustees as listed as the governing body of the Richard Clarke First School.

9. A Trust Deed dated 26 June 1925 shown at Appendix 5 for what appears to be the same charity refers to land held for the purposes of a public elementary school, which may or may not be the land shown coloured pink on Plan 1.
10. Staffordshire County Council as the potential Charity Trustee ("Charity Trustee") seek approval to grant a tenancy at will over the land shown on Plan 2 shown at Appendix 6 between the County Council, the Charity Trustee and the Academy Trust which will be substantially based on the current Department for Education (DfE) template tenancy at will shown at Appendix 7, save for amendments relevant to the individual circumstances affecting the School. To allow the School to convert on the 1 September 2021.
11. The DfE has accepted this proposal on the balance of probabilities that either the County Council will turn out to own the freehold of the land on Plan 2 either in its corporate capacity or as Charity Trustee.
12. All the necessary paperwork associated with the academy conversion must be agreed with the DfE by Monday 2 August 2021, it is doubted that the ownership issues will be resolved by this date. So, a tenancy at will over the land on Plan 2 is a temporary alternative to an academy lease agreed by the DfE to allow the school to convert on the 1 September 2021.
13. There will of course be an element of risk if it transpires that the County Council or the Charity Trustee do not hold the freehold of the land on Plan 2. However, if the Charity Trustee is comfortable with this and the County Council are also willing to grant the tenancy at will then the Academy Trust can proceed with this proposal.
14. The County Council wrote to the Charity Commission on the 12 March 2021 to ask for their assistance in establishing if any of the School Land is own by the County Council as Charity Trustee. The Charity Commission did not acknowledge receipt until the 18 May 2021. The Charity Commission have asked for further information and copy documents, which were sent on the 18 May 2021. The Charity Commission have not responded further. Until it can be established who own the land on Plan 2 an Academy Lease cannot be granted.

Report of the Director for Strategy, Governance and Change

The Staffordshire County Council's role as a Charity Trustee

1. Trustees have and must accept ultimate responsibility for directing the affairs of a charity, ensuring that it is solvent, well-run and delivers the charitable outcomes for the public benefit for which it has been set up.
2. Local Authorities are well suited to being a charity trustee as they are:-

- rooted in the local community.
 - open and transparent in their dealings.
 - highly accountable for their actions, and
 - have the high standards of public conduct embedded in the way they work.
3. Charity trustees have a duty to act solely in the best interests of the charity and its beneficiaries with a view to furthering its charitable purposes and for no other purpose whatsoever. They must also ensure that any charitable assets are managed independently and prudently in accordance with their charitable purpose and any restrictions in the charity's governing document.
 4. The Committee is aware that the Academies Act 2010 allows maintained schools to become Academies by applying to the Secretary of State for conversion to academy status.
 5. As part of the conversion process, governing bodies of academy schools are entitled to a 125 year full repairing insuring lease at a peppercorn rent forming part of the principal operational school site subject to rights to be reserved and lease back of any County Council facilities (if any).

Summary

6. The School is due to convert to an Academy on 1 September 2021. The County Council is required to grant to the Academy Trust a 125 year lease (of the land owned by the County Council in its corporate capacity) shown edged on Plan 3 at Appendix 8 based on the template lease that the DfE has developed for this purpose.
7. The County Council's property sub-committee of the 4 November 2020 approved the grant of the Academy Lease of the land shown on Plan 3. The County Council have also approved the grant of a tenancy of will over the land on Plan 2.
8. It is uncertain who owns the part of the School Land, on Plan 2. It is either owned by County Council in its corporate capacity or as Charity Trustee. This must be further investigated upon receipt of a response from the Charity Commission to establish ownership.
9. A tenancy at will be granted between the County Council, Charity Trustee and Academy Trustee to allow the School to convert on the 1 September 2021.

Recommendations

10. The Committee is invited to recommend that the Committee:
 - (a) notes that the School Land on Plan 2 may be owned by either the County Council in its corporate capacity or Charity Trustee;
 - (b) agrees that the County Council and Charity Trustee grant to the Academy Trust a tenancy at will of the School Land on Plan 2, to facilitate and complete the academy conversion process;
 - (c) continues ongoing correspondence with the Charity Commission to establish ownership of the land on Plan 2;
 - (d) if the land on Plan 2 is in the ownership of the Charity Trustee apply to the land registry to register the land in the Conveyance and rectify title number SF551798;
 - (e) delegates authority to agree the terms of the tenancy at will and to take such other actions as may be necessary to implement the decision in (b) (c) and (d) above, to the Director of Corporate Services.

Background

11. That by way of a Scheme dated the 26 June 1925 certain endowments known as the Richard Clarke Charity and accruing to the benefit of the Richard Clarke Grammar School at Abbots Bromley were ordered to be administered by the County Council as trustees.
12. The location of the elementary school referred to in the Scheme at paragraph 1 (a) and paragraph 2 is unknown.
13. The land referred to in the Scheme at paragraph 1 (b) has been disposed of in accordance with the relevant Charities legislation and consent of the Charity Commission.
14. We have been unable to locate any title deeds for the land coloured pink on Plan 1 so it is not known how the land coloured pink was acquired.
15. On the 3 September 1929, 13 April 1949 and 5 May 1949 the County Council purchased land for a "replacement school site" this land was registered at H M Land Registry in 2009 under title SF551798 this included land coloured pink on Plan 1. A copy of the title plan for SF551798 is shown at Appendix 9.
16. We have been unable to ascertain how the land coloured pink on Plan 1 was registered under title number SF551798 in the name of the County Council in its corporate capacity.
17. The land contained in the Conveyance was not included in the registration and remains unregistered.

18. After an extensive search of legal and estates files, County Council minutes, and the deed packet for the School Land we have been unable to locate any information, agreed terms, correspondence or committee approvals relating to the decision to transfer the land in the Conveyance to the Trustees of the Richard Clarke Primary School Charity.
19. The land contained within the Conveyance is informal garden land at the front of the School. We cannot find any information as to why the land was conveyed to The Trustees of the Richard Clarke Primary School Charity. We have approached the School and they understood that the land is owned by the County Council and the land has only been used as garden area and they are unaware of the Conveyance or of any development or extension at the School that the land would have been used for.
21. It has been established that the Charity did own land and various properties under the original foundation which was on the opposite side of Schoolhouse Lane. These land and properties have subsequently been sold in accordance with the Charities legislation and the relevant Charity Commission consents.

Equalities Implications

13. The statutory functions discharged by the Charity Trustee are subject to a separate and distinct statutory regime underpinned (principally) by the Charities Act 2011, Trustee Act 2000, and relevant Charity Commission guidance. These are non-executive functions and are therefore not subject to the Equalities Act 2010 provisions. However, no decision is made until the Charity Trustee has determined it is expedient in the interests of the charity to grant a tenancy at will to the Academy Trust.

Legal Implications

14. Management and governance arrangements for charitable trusts are set out in the constitution under which they were established. Charity trustees in making decisions must also comply with Charities Act 2011, Trustee Act 2000, other relevant legislation, and guidance issued by the Charity Commission. The assets of a charity must be used in accordance with charitable law, and the Scheme failing which this will give rise to a breach of trust. Trustees have a duty to preserve the assets of trust. Decisions made by the charity must be expedient in the interests of the charity at all times. The disposal of trust assets is an exceptional event and must be in line with appropriate professional advice. All valuation advice conforms to the requirements in part 7 Charities Act 2011 for the disposition of trust land. The grant of a tenancy at will is not a disposal for these purposes.

Resource and value for Money Implications

15. There are few financial implications for the Charity Trustee other than exposure to the legal fees associated with the grant of the tenancy at will to the Academy Trust and the registration of the land once ownership is established. These legal costs will be paid by the County Council as part of the overall academy conversion process for the School.

Risk Implications

16. There is little risk to the Charity Trustee associated with the grant of the tenancy at will. The School will be administered by the Academy Trust in accordance with the academy lease granted by the County Council and the tenancy at will granted by the County Council and the Charity Trustee.
17. There is more risk to the Academy Trust if the tenancy at will is not completed as the Academy Trust will not be able to convert to an Academy on 1 September 2021.

Conclusions

18. The Guidance Notes to the Academies Act 2010 recommend that all land and buildings used by a school prior to its conversion to academy status be transferred by way of a 125 year lease. The grant of the lease by the County Council and the Charity Trustee is the most appropriate means of formalising occupation. However, in this case until it can be established who owns the land in Plan 2 a tenancy at will is proposed. There is no authority delegated to officers to approve the grant of the tenancy at will and thus specific approval is required to delegate that decision to officers in this instance.
19. Children and Education Services supports this report and the recommendations made.

Decision of the Charities and Trust Committee

20. That the Committee approves:
 - (i) the grant of a tenancy at will between the County Council, the Charity Trustee and the Academy Trust of the School Land shown on Plan 2 on the terms set out in the tenancy at will at Appendix 7;
 - (ii) authorises the ongoing correspondence with the Charity Commission to establish ownership of the School Land shown on Plan 2;
 - (iii) if the land on Plan 2 is in the ownership of the Charity Trustee apply to the land registry to register the land in the Conveyance and rectify title number SF551798; and
 - (iv) authorises the Director Corporate Services to prepare, negotiate,

execute, seal, and complete all necessary legal documentation to give effect to the above decisions.

Report Author:

Legal Services Unit, Staffordshire County Council

Appendix 1 – Academy Order



Rt Hon Gavin Williamson CBE MP
Secretary of State

Sanctuary Buildings Great Smith Street Westminster London SW1P 3BT
tel: 0370 000 2288 www.education.gov.uk/help/contactus

To: The Chair of Governors of The Richard Clarke First School
Staffordshire County Council

ACADEMY ORDER

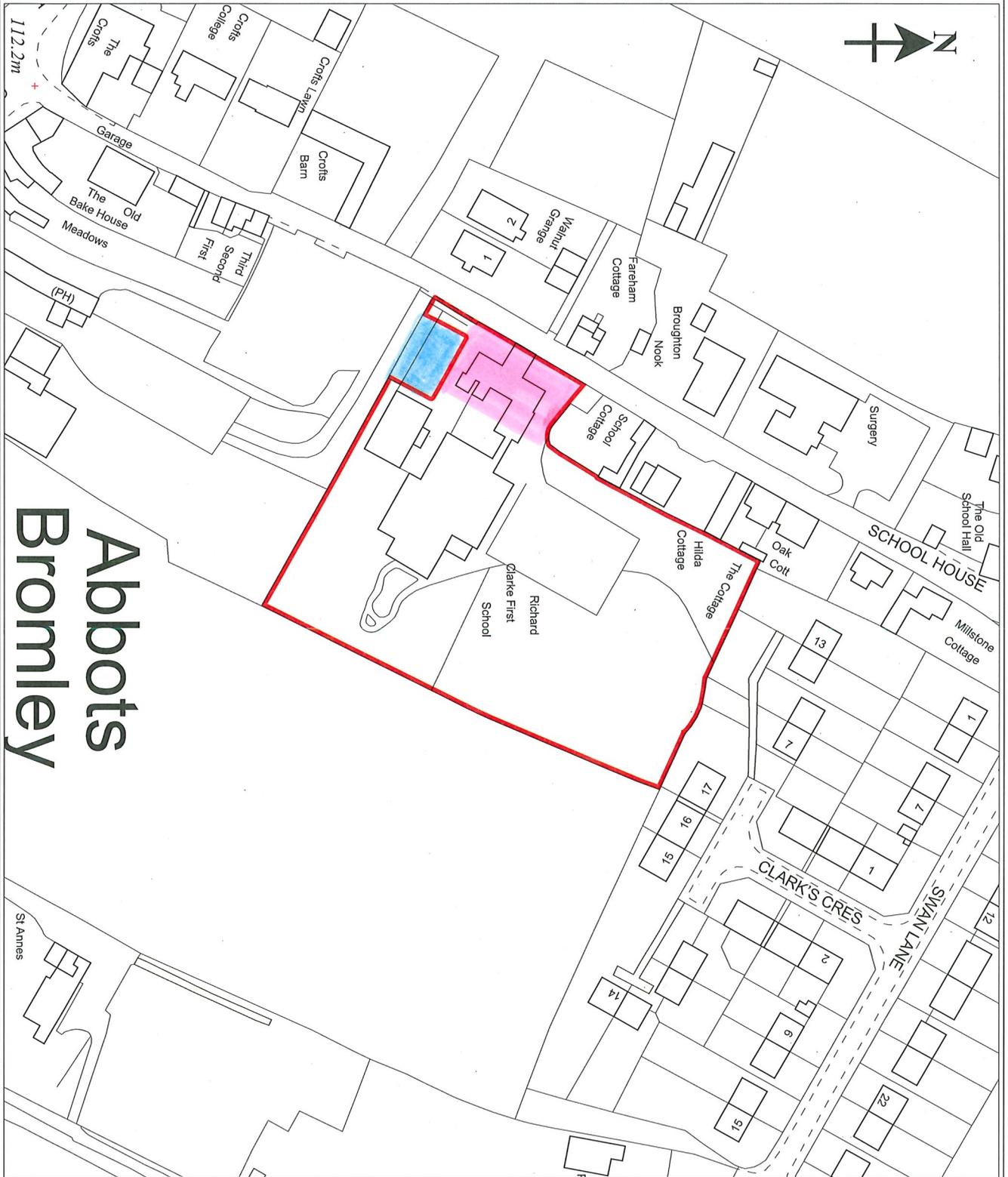
1. This is an Academy Order made further to section 4 of the Academies Act 2010.
2. I hereby order that on the conversion date The Richard Clarke First School shall be converted into an Academy.
3. The conversion date shall be the date that the school opens as an Academy further to and as provided for in Academy arrangements made further to section 1 of the Academies Act 2010.
4. On the conversion date Staffordshire County Council shall cease to maintain The Richard Clarke First School.
5. The independent school standards (as defined in section 157(2) of the Education Act 2002) are to be treated as met in relation to the Academy on the conversion date.

Signed on behalf of the Secretary of State for Education by:

Signed:..... Date: 17 December 2020

Andrew Warren,
Regional Schools Commissioner

Appendix 2 – Plan 1



Abbots Bromley



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Appendix 2

Plan 1

Plot Centre (BNG):
Easting: 408177
Northing: 324702

Scale 1:1250

Date: 18-AUG-2020

Plan Ref: 1:1250 @ A4

Title:
The Richard Clarke First School, School House Lane, Abbots Bromley, Rugeley WS15 3BT

Appendix 3 – Conveyance 10 November 1980

15. 21A

THIS CONVEYANCE is made the 10th day of November One thousand nine hundred and eighty BETWEEN STAFFORDSHIRE COUNTY COUNCIL (hereinafter called "the County Council") of the one part and STAFFORDSHIRE COUNTY COUNCIL (hereinafter called "the Trustees") of the other part

WHEREAS the County Council as Education Authority for the County of Stafford is seized in fee simple in possession free from incumbrances of (inter alia) the property hereinafter described and is desirous of conveying the same unto the Trustees upon with and subject to the trusts powers and provisions in manner hereinafter declared

AND WHEREAS the Trustees are the trustees for the time being of The Richard Clarke Primary School Abbots Bromley School Charity (hereinafter called "the Charity")

NOW THIS DEED WITNESSETH as follows:-

1. The County Council as settlor freely and voluntarily and without any valuable consideration hereby conveys unto the Trustees ALL THAT plot piece or parcel of land for identification purposes shown hatched brown on the plan annexed hereto and containing an area of one hundred and seventy square yards (170 sq yds) or thereabouts and being part of the Richard Clarke Primary School Abbots Bromley in the County of Stafford TO HOLD the same UNTO the Trustees in fee simple UPON TRUST for themselves as Trustees of the Charity
2. It is hereby declared and certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed exceeds the sum of Twenty thousand pounds (£20,000)

IN WITNESS whereof the County Council has caused its Common Seal to be hereunto affixed the day and year first before written

The Common Seal of Staffordshire County Council
was hereunto affixed in the
presence of:-

J. Beech

) A Member of
) the Council

B. Price

) Deputy Clerk
)



DATED *the 10th day of November* 1980

STAFFORDSHIRE COUNTY COUNCIL

- to -

THE TRUSTEES OF THE RICHARD
CLARKE PRIMARY SCHOOL CHARITY

CONVEYANCE

of a plot of land containing 170
sq yds situate at and being part of
the Richard Clarke Primary School
Abbots Bromley in the County of
Stafford

J.R.P. Hughes, Esq.,
County Clerk & Chief Executive,
County Buildings,
Martin Street,
Stafford.
ST16 2LH

4/DF/12/2150(A)

CS/7

**Appendix 4 – Richard Clarke School Endowment Abbots Bromley Charity
Overview**

[Log in to digital service \(https://portal.update-charity-details.service.gov.uk/\)](https://portal.update-charity-details.service.gov.uk/)

About the register of charities > Search results

Search Q

Richard Clarke School Endowment Abbots Bromley



Charity reporting is up to date (on time)

Charity number: 528466

Charity overview

Activities - how the charity spends its money

To provide additional learning equipment for the children of The Richard Clarke First School, Abbots Bromley which in turn promotes their learning and well being in life.

Income and expenditure

Data for financial year ending 31 March 2020

Total income: £3,631

Total expenditure: £11,700

People



1 Trustee(s)

Employees with total benefits over £60,000

No information available

Fundraising
No information available

Trading
No information available

Trustee payments
No information available

What, who, how, where

What the charity does:	Education/training Arts/culture/heritage/science Amateur Sport
Who the charity helps:	Children/young People
How the charity helps:	Makes Grants To Organisations
Where the charity operates:	Staffordshire

Governance

Registration history:	09 July 1964: Standard registration
Organisation type:	Other
Other names:	ABBOTS BROMLEY SCHOOL ENDOWMENT (Previous name)
Gift aid:	Not recognised by HMRC for gift aid
Other regulators:	No information available
Policies:	Investment
Land and property:	This charity does not own and/or lease land or property

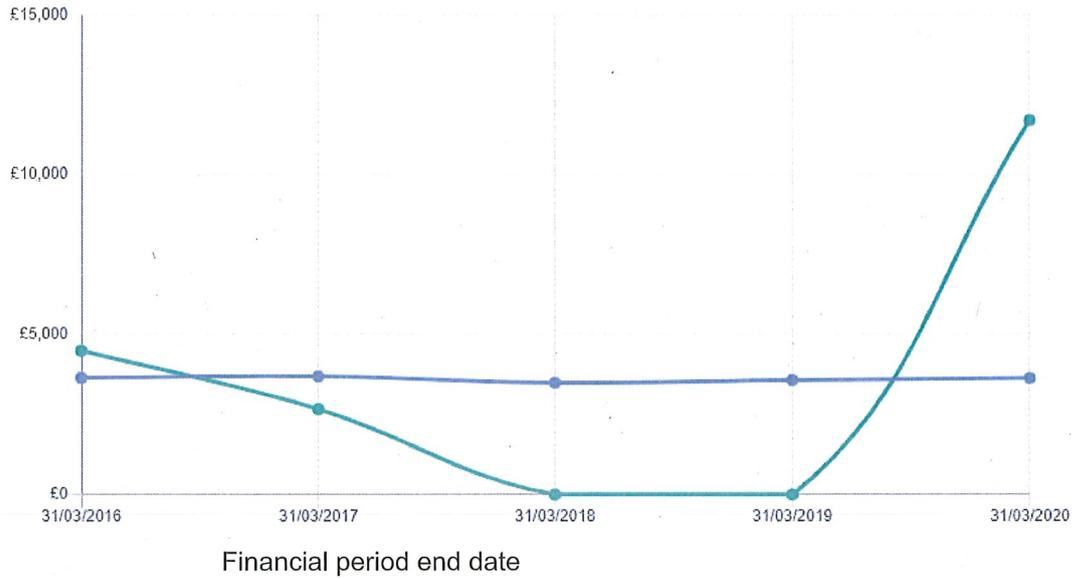
Trustees

Trustees are the people responsible for controlling the work, management and administration of the charity on behalf of its beneficiaries. Generally trustees are treasurer, chair, board member etc. The trustees are responsible for keeping this list up to date and can do this by updating their details as they happen through the [online service](#)

1 Trustee(s)

Name	Role	Date of appointment	Other trusteeships	Reporting status of other trusteeships
GOVERNING BODY	Trustee		None on record	

Financial history



	Income / Expenditure	31/03/2016	31/03/2017	31/03/2018	31/03/2019	31/03/2020
<input checked="" type="checkbox"/>	Total gross income	£3.65k	£3.69k	£3.49k	£3.57k	£3.63k
<input checked="" type="checkbox"/>	Total expenditure	£4.50k	£2.67k	£0	£0	£11.70k
<input checked="" type="checkbox"/>	Income from government contracts	N/A	N/A	N/A	N/A	N/A
<input checked="" type="checkbox"/>	Income from government grants	N/A	N/A	N/A	N/A	N/A

Accounts and annual returns

This table shows the charity's record of submitting annual returns, accounts and trustees' annual report (TAR) for the last five financial periods.

Title	Reporting year	Date received	Received	Download
Annual return	31 March 2020	22 January 2021	On time	
Accounts and TAR	31 March 2020	Not Required		
Annual return	31 March 2019	23 January 2020	On time	
Accounts and TAR	31 March 2019	Not Required		
Annual return	31 March 2018	10 December 2018	On time	
Accounts and TAR	31 March 2018	Not Required		
Annual return	31 March 2017	29 January 2018	On time	
Accounts and TAR	31 March 2017	Not Required		
Annual return	31 March 2016	28 January 2018	362 days late	
Accounts and TAR	31 March 2016	Not Required		

Governing document

Details of the type of governing document the charity has and when it was established.
It is not the full text of the charity's governing document.

SCHEME DATED 16TH MAY 1893, AS VARIED BY SCHEME DATED 26TH JUNE 1925, AS AMENDED ON 23 APRIL 2003 BY A RESOLUTION PASSED UNDER THE PROVISIONS OF SECTION 74(2)(D) OF THE CHARITIES ACT 1993 as amended on 18 Nov 2019

Charitable objects

PUBLIC ELEMENTARY SCHOOL FOR BOYS. ASSISTING PUPILS TO OBTAIN EDUCATION OTHER THAN ELEMENTARY. ARRANGING FACILITIES FOR ATTENDING TO THE HEALTH OF PUPILS. OTHERWISE PROMOTING THE EDUCATION OF PUPILS.

Area of benefit

The area the charity can operate in, as set out in its governing document.

PARISH OF ABBOTS BROMLEY

Contact information

Address: RICHARD CLARKE COUNTY FIRST
SCHOOL
SCHOOL HOUSE LANE
ABBOTS BROMLEY
RUGELEY
WS15 3BT

Phone: 01283840206

Email: office@richardclarke.staffs.sch.uk

Website: No information available

Appendix 5 – Scheme dated 26 June 1925

Sealed 26 June 1925.
No. 1904 E.

County—**STAFFORD.**
Parish—**ABBOTS BROMLEY.**
Foundations—

1. Richard Clark's School.
2. Property conveyed to former School Board by Indenture of 3rd November, 1875.

Scheme.

SCHEME MADE BY THE BOARD OF EDUCATION UNDER THE CHARITABLE TRUSTS ACTS,
1853 TO 1894.

Endowments to which Scheme relates.

1. This Scheme relates to the following Endowments, of which the Staffordshire Local Education Authority are the Trustees, in the Parish of Abbots Bromley, in the County of Stafford :—

- (a) The endowment (other than premises for the time being used for school purposes) of the Foundation called Richard Clark's School now regulated by a Scheme made under the Endowed Schools Acts on 16th May, 1893.
- (b) The endowment representing property conveyed to the former School Board for Abbots Bromley by Indenture of 3rd November, 1875, now regulated by a Scheme of 28th March, 1899, of the Charity Commissioners.

The School.

2. References in this Scheme to "the School" shall be construed as references to the Public Elementary School or Schools for the time being provided by the Local Education Authority in the Parish of Abbots Bromley, whether in the premises of Richard Clark's School or otherwise.

Administration and Title.

3. The said endowments (including the particulars specified in the Schedule to this Scheme) shall be administered as a single fund by the Local Education Authority as Trustees, in conformity with the provisions of the Scheme of 16th May, 1893, as altered by this Scheme, under the name of the ABBOTS BROMLEY SCHOOL ENDOWMENT.

Application of Income.

4. Clause 11 of the Scheme of 16th May, 1893, is repealed, and the net income of the Endowment shall be applied by the Trustees in one or more of the following ways :—

- (a) In assisting pupils to attend schools, institutions, or classes for purposes of education other than elementary, by paying their fees or travelling or other incidental expenses, or by providing them with maintenance allowances; provided that candidates for these benefits shall be boys or girls who have for not less than two years at any time attended the School and who, in the opinion of the Trustees, are in need of financial assistance.
- (b) In making arrangements for attending to the health or physical condition of children attending the School.
- (c) In otherwise promoting the education, including social and physical training, of children attending the School.

Questions under Scheme.

5. Any question as to the construction of this Scheme, or as to the regularity or the validity of any acts done or about to be done under this Scheme, shall be determined conclusively by the Board of Education, upon such application made to them for the purpose as they think sufficient.

Interpretation.

6. The Interpretation Act, 1889, applies to the interpretation of this Scheme as it applies to an Act of Parliament.

SCHEDULE OF PROPERTY.

Description.	Extent or Amount.	Tenant or Persons in whose Name invested.	Yearly Income.
	£ s. d.		£ s. d.
1. Richard Clark's Endowment.			
Consols	166 7 4	The Trustees	4 3 0
Yearly rent of land in Whiston Eaves under lease expiring on 2nd November, 2612...	—	—	20 0 0
Cash in hand	218 2 6	—	—
2. Endowment of Property conveyed to School Board.			
India 3 per cent. Stock	55 14 5	The Trustees	1 13 3
Cash in hand	35 16 8	—	—
		Total	£ 25 16 3

This Schedule is made up to 31 March 1925.

The Board of Education order that the foregoing Scheme be established.

Sealed this 26th day of June 1925.

H. J. Simmonds



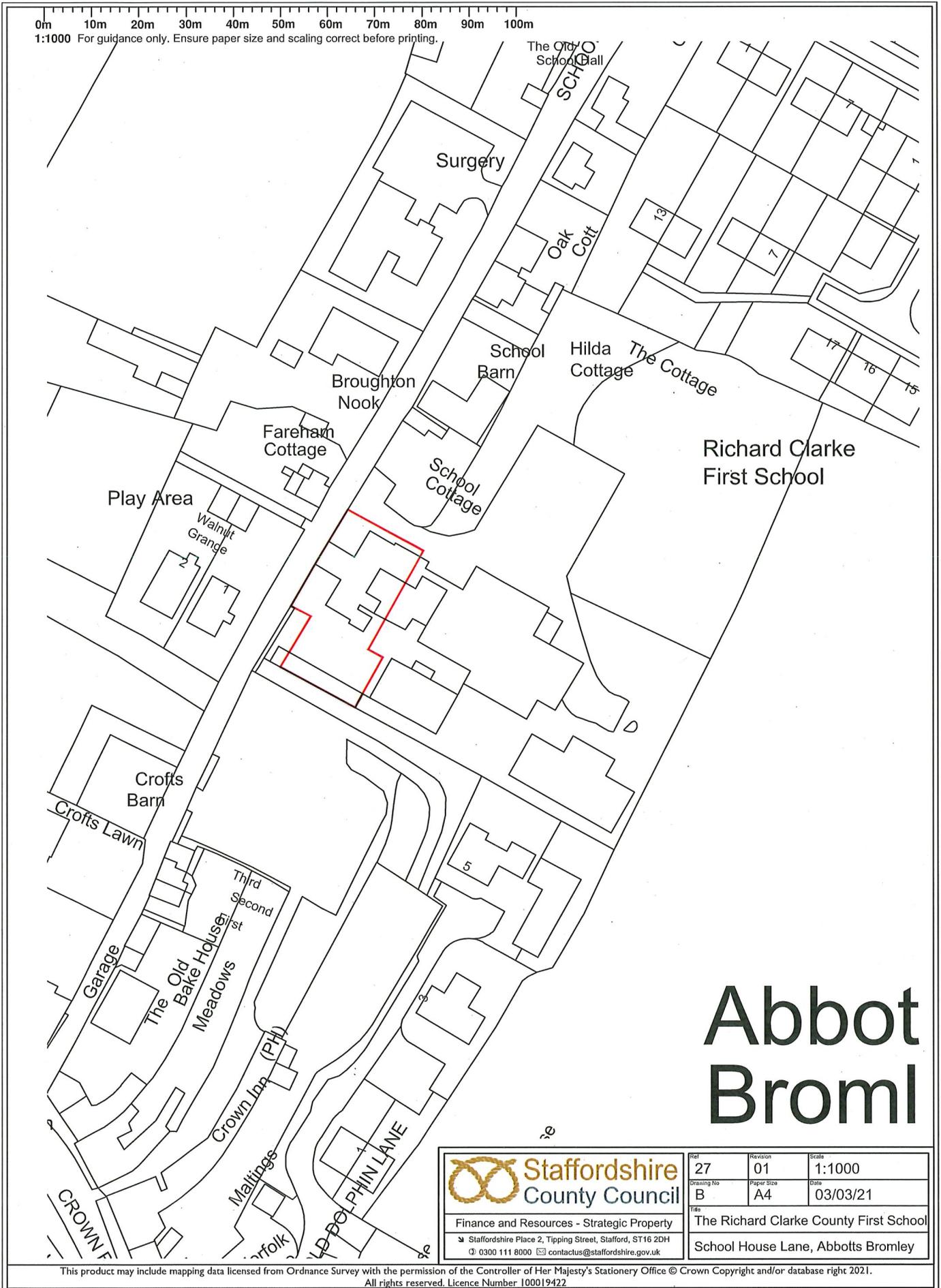
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Appendix 6 – Plan 2

Plan 2 Appendix 6



Abbot Broml

		Ref 27	Revision 01	Scale 1:1000
Finance and Resources - Strategic Property Staffordshire Place 2, Tipping Street, Stafford, ST16 2DH 0300 111 8000 contactus@staffordshire.gov.uk		Drawing No B	Paper Size A4	Date 03/03/21
The Richard Clarke County First School School House Lane, Abbots Bromley				

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Appendix 7 – Draft Tenancy at Will

DATED

TENANCY AT WILL

relating to

**The Richard Clarke First School Schoolhouse Lane
Abbots Bromley, Rugeley WS15 3BT**

Between

(1) STAFFORDSHIRE COUNTY COUNCIL

and

**(2) STAFFORDSHIRE COUNTY COUNCIL AS TRUSTEES OF THE RICHARD
CLARKE SCHOOL ENDOWMENT ABBOTS BROMLEY**

- and -

(3) UTTOXETER LEARNING TRUST

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CLAUSE

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2.	Grant of tenancy at will.....	3
3.	Tenant's obligations.....	3

SCHEDULE 1	INSURANCE.....	6
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SCHEDULE 2	ENVIRONMENTAL TERMS.....	8
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THIS AGREEMENT is dated

2021

PARTIES

- (1) **STAFFORDSHIRE COUNTY COUNCIL** and **STAFFORDSHIRE COUNTY COUNCIL AS TRUSTEES OF THE RICHARD CLARKE SCHOOL ENDOWMENT ABBOTS BROMLEY** of 1, Staffordshire Place, Tipping Street, Stafford, ST16 2DH ("the **Landlord**")
- (2) **UTTOXETER LEARNING TRUST** (Company No 10547353) a company limited by guarantee whose registered office is at Thomas Alleyne's High School, Dove Bank, Uttoxeter, Staffordshire ST14 8DU ("the **Tenant**")

AGREED TERMS

1. INTERPRETATION

The following definitions apply to this agreement:

Commencement Date: means the

2021

Conducting Media: means all sewers drains channels pipes watercourses gutters wires cables ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media and associated equipment which may from time to time be laid in under or over any part of the Property and through which the water soil effluent gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail data information communications and other services either run or may from time to time run

Insured Risks: means the risks of loss or damage by fire lightning explosion aircraft including articles dropped from aircraft riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and any other risks against which the Tenant may from time to time decide to insure against during the period of the Tenant's occupation of the Property under this tenancy at will and in accordance with the terms set out in Schedule 1

Permitted Use: as a school for educational use and associated community use in furtherance to the Charitable Objects of the Tenant (if any).

Property: The Richard Clarke First School Schoolhouse Lane, Abbots Bromley, Rugeley WS15 3BT shown for identification only edged red on the Plan attached to this agreement.

Rent: a peppercorn (if demanded) on termination.

Services: means the provision of all water soil effluent gas electricity telephone and other services to and from the Property including the cleaning maintenance and renewal of any Conducting Media serving the Property.

2. GRANT OF TENANCY AT WILL

- 2.1 The Landlord lets and the Tenant takes the Property on a tenancy at will beginning on and including the Commencement Date.
- 2.2 The Landlord and the Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them.

3. TENANT'S OBLIGATIONS

- 3.1 The Tenant shall pay the Rent (if demanded) on termination of the tenancy at will pursuant to Clause 2.2.
- 3.2 The Tenant shall not:
- (a) use the Property otherwise than for the Permitted Use;
 - (b) assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it;
 - (c) share occupation of the Property or any part of it;
 - (d) make any alteration or addition whatsoever to the Property or
 - (e) cause any nuisance or annoyance to the Landlord or to any owners or occupiers of neighbouring property.
- 3.3 The Tenant shall keep the Property clean and tidy and make good:-
- (a) any damage it causes to the Property and / or
 - (b) any deterioration to the condition of the Property that may arise from the Commencement Date.
- 3.4 Without prejudice to the terms of Clause 3.3 the Tenant shall also:-
- (a) maintain all playing fields lawn areas and landscaping that form part of the Property as reasonably required by the Landlord
 - (b) keep the Conducting Media and the Services solely serving the Property and within the Property in good working order so that they shall not be or become a nuisance or annoyance to the Landlord or members of the public frequenting the Property or the owners or occupiers of any adjoining property and take proper precautions to prevent the escape of water from the Premises and have any leaks or overflows repaired promptly
 - (c) promptly repair any damage to any window within the Building including the replacement of any broken glass within the windows

- (d) accept on behalf of the Landlord full responsibility for the security of the Building and its contents
- 3.5 The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any reasonable regulations that may be made by the Landlord from time to time.
- 3.6 The Tenant shall be responsible for all charges made in connection with the supply to or removal from the Property of the Services and shall indemnify the Landlord in respect of such charges.
- 3.7 The Tenant shall be responsible for non-domestic rates and water rates charged on the Property.
- 3.8 The Tenant shall be responsible for the costs of insuring the Property against the Insured Risks and in respect of which the Tenant shall comply with the terms relating to insurance set out in Schedule 1
- 3.9 The Tenant shall pass on any notices or other correspondence received at the Property and addressed to the Landlord or relevant to the Landlord's interest in the Property.
- 3.10 The Tenant shall allow the Landlord (and all others authorised by the Landlord) to enter the Property at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Landlord's interest in the Property.
- 3.11 When the Tenant vacates the Property at the termination of the tenancy created by this agreement it shall clear all rubbish from the Property; but otherwise it shall leave the Property in its existing condition including all furniture (and other items) that are required for use in the Property in accordance with the Permitted Use.
- 3.12 The Tenant shall comply with the Environmental Terms set out in Schedule 2.
- 3.13 The Tenant shall be responsible for and shall make good or pay compensation for any damage or injury (including injury resulting in death) to any person or property arising out of or in connection with any matter involving or relating to the Tenant's occupation of the Property under this tenancy at will or anything done or purported to be done under this agreement and to keep the Landlord fully and effectually indemnified against all costs charges expenses actions claims and demands in respect of any such damage or injury AND that the Landlord shall be at liberty to settle as it may think fit after consultation with the Tenant any such actions claims or demands by payment of such sum or sums as in its discretion may consider reasonable and

PROVIDED FURTHER that the Landlord may acting in its absolute discretion may after giving notice in writing to the Tenant cause any such damage to be made good and the expenses incurred by the Landlord in so doing or in making any such payment shall be repaid by the Tenant to the Landlord on demand PROVIDED NEVERTHELESS that the Tenant shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case (it being agreed that an amount ascertainable under any Statute Order Regulation Instruction Warrant or other Government provision is a sum reasonably so payable) and in particular (where the payment is legally enforceable) to the damages which might be recoverable at common law

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Insurance

In this Schedule references to "Permissions" are references to all the planning permissions and other permits and consents that may be required under the Planning Acts or other legislation or statutes for the time being in force to enable the Property to be rebuilt and reinstated lawfully in the event of any damage or destruction.

1. INSURANCE OF THE PROPERTY

Subject as hereinafter mentioned and to those insurance terms generally available in the London Market the Tenant covenants with the Landlord to insure the Property and keep the same insured against damage or destruction by the Insured Risks in the joint names of the Landlord and the Tenant and of any other persons the Landlord from time to time by notice to the Tenant reasonably requires in an amount equal to the full cost of rebuilding and reinstating the same including VAT architects" surveyors" and other professional fees payable on application for any Permissions the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses

2. LIABILITY INSURANCE

The Tenant covenants with the Landlord to effect and maintain such insurance in such amount as the Landlord from time to time by notice to the Tenant reasonably requires in respect of the Tenant's liability to indemnify the Landlord against losses arising from the Tenant's acts omissions or negligence and all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Tenant's occupation of the Property under this tenancy at will

3. OFFICE UNDERWRITERS AND AGENCY

All insurance must be effected in a substantial and reputable insurance office or with such underwriters and through such agency as the Landlord from time to time approves such approval not to be unreasonably withheld or delayed

4. POLICY AVOIDANCE

The Tenant must not knowingly do or omit to do anything that could cause any insurance policy effected in accordance with the terms of this Schedule to become wholly or partly void or voidable.

5. FIRE AUTHORITY REQUIREMENTS

The Tenant must comply with all requirements of the fire authority as to fire precautions relating to the Property.

6. NOTICE OF EVENTS AND DAMAGE

The Tenant must promptly give notice to the Landlord of anything that might affect any insurance policy whether effected in accordance with the terms of this Schedule or otherwise and of any destruction of or damage to the Property whether or not caused by one or more of the Insured Risks.

7. PRODUCTION OF THE POLICY

The Tenant must produce to the Landlord on reasonable notice evidence of every insurance policy effected in accordance with the terms of this Schedule

8. REINSTATEMENT

The Tenant undertakes with the Landlord to observe and perform the requirements of this paragraph relating to reinstatement to the extent that if and whenever during the period of the Tenant's occupation of the Property under this tenancy at will the Property is damaged or destroyed by one or more of the Insured Risks then: -

- (a) all monies received under any insurance policy effected in accordance with the terms of this Schedule must be placed in an account in the joint names of the Landlord and the Tenant at a bank designated by the Landlord acting reasonably and must subsequently be released to the Tenant from that account by instalments against architect's certificates or other evidence acceptable to the Landlord whose acceptance may not be unreasonably withheld of expenditure actually incurred by the Tenant in rebuilding and reinstating the Property and
- (b) where the parties agree to reinstate the Property from the insurance monies so deposited in the designated bank account then the Tenant must with all convenient speed obtain the Permissions as far as possible according to the original plans and specifications and as soon as the Permissions have been obtained to rebuild and reinstate the Property in a good substantial manner and in accordance with the Permissions

Schedule 2 Environmental Terms

1. ISO 14001

The Tenant will implement ISO 14001 standards during the Tenant's occupation of the Property under this tenancy at will with a view to minimizing any harmful effects on the environment caused by its activities and to achieve continual improvement of its environmental performance

2. MANAGEMENT OF THE PROPERTY

The Tenant will use reasonable endeavours to ensure that:

- (a) When appointing third parties for the supply of services to or management of the Property they are suitably qualified and accredited for their specified role.
- (b) Any party responsible for the operation or management of the Property will keep all appropriate data that might ensure that the Property is run in a sustainable way that minimises its environmental impact.
- (c) Any party responsible for the operation or management of the Property will be entrusted to use the energy and water consumption data and the data regarding waste generated by the Property for the purposes of ensuring that the Property is run in a sustainable way that minimises its environmental impact.
- (d) It can on request produce whatever documentation or information is requested by the Landlord to ensure that waste is disposed of in accordance with legislation and good practice
- (e) No products containing Chlorofluorocarbons (CFC's) or hydrochlorofluorocarbon (HCFC's) are used with the Property and in the event that any existing HCFC's or CFC's shall be located within the Property to recycle the same.

3. DATA SHARING AND METERING

- (a) The Landlord and Tenant will share the data they hold in respect of energy and water use and waste production/ recycling annually between themselves

and with any other third party who the parties agree needs to receive such data.

- (b) The Parties will keep the data disclosed under this provision confidential and will only use such data for the purposes of ensuring that the Property is run in a sustainable way that minimises its environmental impact.
- (c) The Landlord shall have the right at its own cost to install separate sub-metering of utilities used in the Property and the Tenant shall have the right at its own cost to install separate sub-metering of utilities used in the Property.
- (d) The Parties will give each other the necessary access in order to allow for such metering to be installed provided that reasonable notice of the intention to install such metering is given and provided further that such installation will not disturb the Tenant's beneficial use and occupation of the Property.

4. EPC (ENERGY PERFORMANCE CERTIFICATE) OR ANY DEC (DISPLAY ENERGY PERFORMANCE CERTIFICATE)

The Landlord and its servants or agents or contractors shall be entitled at all reasonable times and on reasonable prior notice to the Tenant to enter and remain on the Property for the purpose of:

- (a) taking reasonable steps to review or measure the Tenant's energy and water use and its waste production or waste management save where up-to-date information in this respect has already been provided to the Landlord by the Tenant and
- (b) preparing any EPC (Energy Performance Certificate) or any DEC (Display Energy Performance Certificate) or undertaking (where appropriate) any air conditioning inspection the right to carry out the necessary tests on equipment for such purposes.

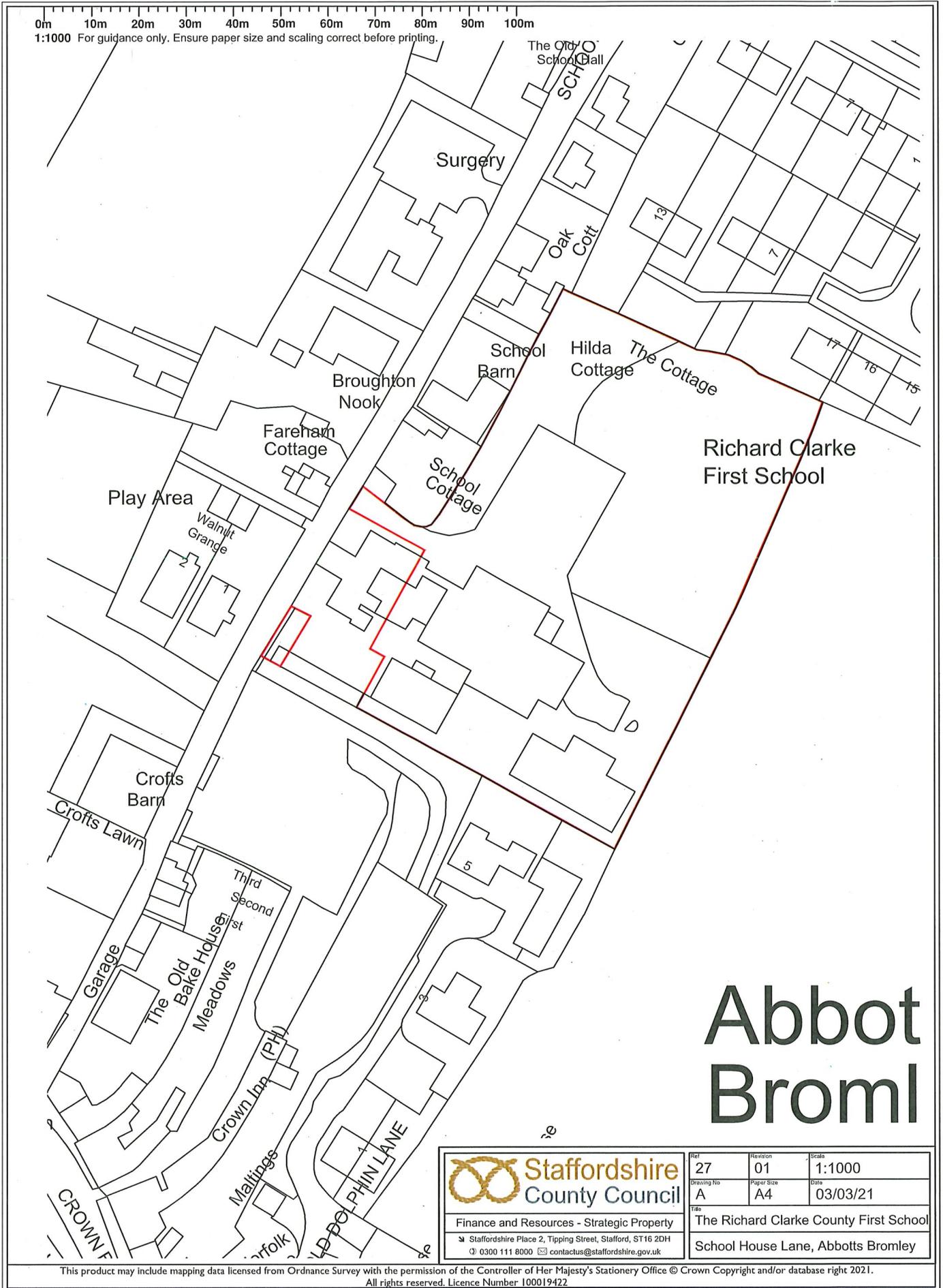
Signed by STAFFORDSHIRE
COUNTY COUNCIL

Authorised Signatory

Signed by STAFFORDSHIRE
COUNTY COUNCIL AS TRUSTEES
OF THE RICHARD CLARKE
SCHOOL ENDOWMENT ABBOTS
BROMLEY

Signed by UTTOXETER LEARNING
TRUST

Appendix 8 – Plan 3



Abbot Broml

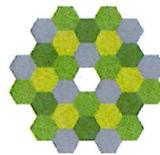
 Staffordshire County Council			Ref 27	Revision 01	Scale 1:1000
Finance and Resources - Strategic Property <small>Staffordshire Place 2, Tipping Street, Stafford, ST16 2DH 0300 111 8000 contactus@staffordshire.gov.uk</small>			Drawing No A	Paper Size A4	Date 03/03/21
The Richard Clarke County First School School House Lane, Abbots Bromley					

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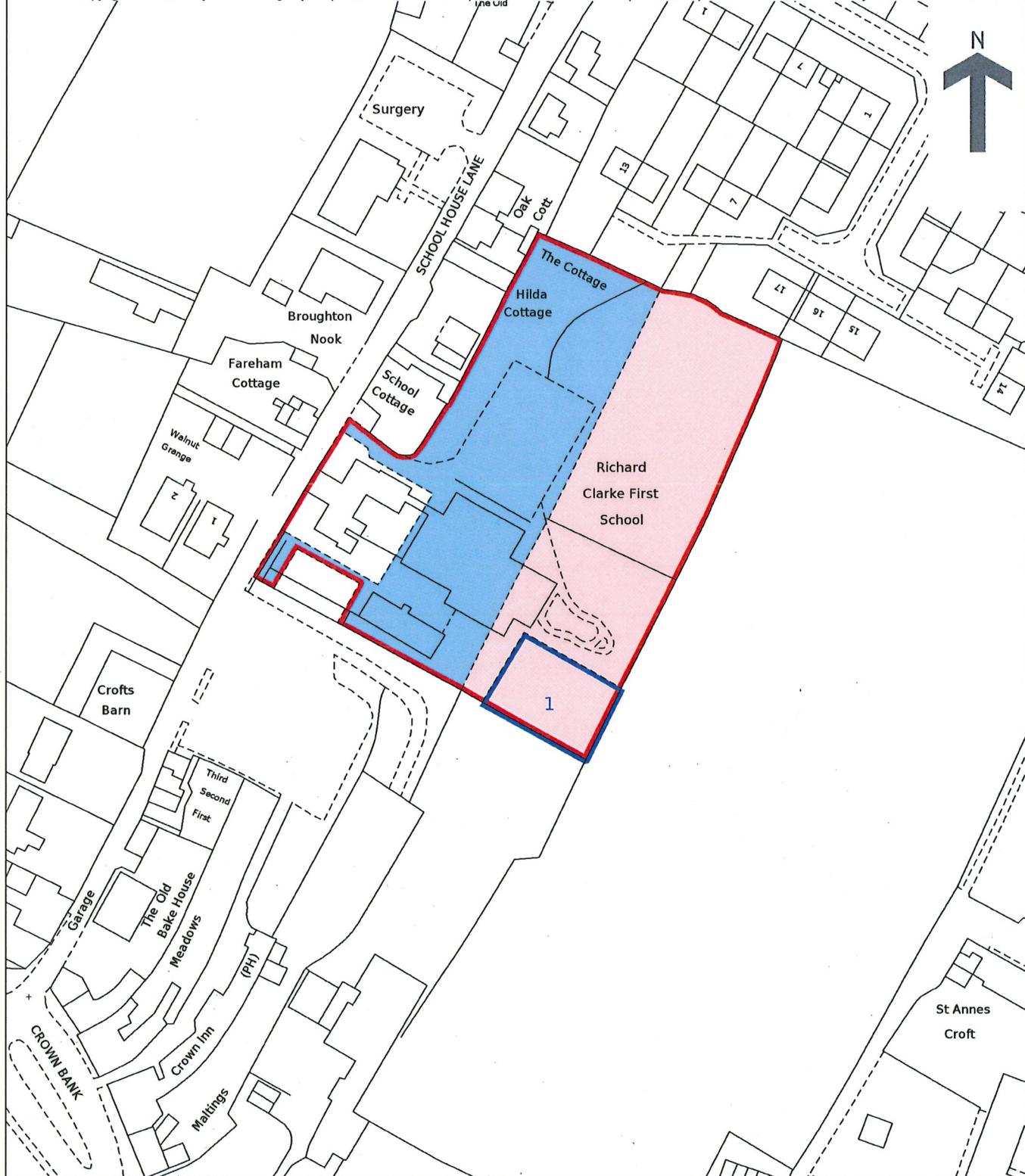
Appendix 9 title plan for SF551798

HM Land Registry
Official copy of
title plan

Title number **SF551798**
Ordnance Survey map reference **SK0824NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Staffordshire : East**
Staffordshire



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Local Members' Interest	
Robert Pritchard	Tamworth

Charities and Trusts Committee

**Tamworth Youth Centre Fund (Charity Number 522734)
(‘the Charity’)**

Background

1. The Charity own the property known as Tamworth Youth Centre, Spinning School Lane, Tamworth, B79 7BD (‘the Tamworth Youth Centre’) which is shown edged in red on the plan annexed hereto at Annex A.
2. The properties around the Tamworth Youth Centre form part of the Gungate development area and are owned by Staffordshire County Council, Tamworth Borough Council and the Office of the Police and Crime Commissioner for Staffordshire.
3. The Tamworth Borough Council Gungate Masterplan (see [Hyperlink Below](#)) sets out the potential development opportunities for the wider Gungate area which are broad and include mixed use town centre accommodation, health and leisure facilities. [Closed consultations | Tamworth Borough Council](#)
4. Staffordshire County Council own the land edged in red on the plan annexed hereto at Annex B (save for the extent of the Tamworth Youth Centre) which includes the former Magistrates Court and former Connexions building.
5. Tamworth Borough Council own the land edged in green on the plan annexed hereto at Annex B which includes the Gala Bingo Hall and car park areas.
6. Staffordshire County Council and Tamworth Borough Council are exploring the options of a joint sale of their land and it is proposed that the Committee consider whether it is in the best interests of the Charity to also be a party to any joint sale.
7. It is understood that The Office of the Police and Crime Commissioner for Staffordshire are separately progressing a sale of the former police station shown edged in blue on the plan at Annex B so this area may not form part of the wider proposal.

Report of the Director for Corporate Services

The Staffordshire County Council’s role as a Charity Trustee

1. Trustees have and must accept ultimate responsibility for directing the affairs of a charity, ensuring that it is solvent, well-run and delivers the charitable outcomes for the public benefit for which it has been set up.

2. Local Authorities are well suited to being a charity trustee as they are: -
 - rooted in the local community
 - open and transparent in their dealings
 - highly accountable for their actions, and
 - have the high standards of public conduct embedded in the way they work.
3. Charity trustees have a duty to act solely in the best interests of the charity and its beneficiaries with a view to furthering its charitable purposes and for no other purpose whatsoever. They must also ensure that any charitable assets are managed independently and prudently in accordance with their charitable purpose and any restrictions in the charity's governing document.

Recommendations

The Committee is asked to consider the following options which are further set out in Annex C for wider discussion by the Committee.

1. Do Nothing
2. Disposal of the property and use of capital to support the charities objectives, via
 - a. an application being made to the Charity Commission to amend the charitable scheme to enable the sale of the Property and the reinvestment of the sale proceeds as part of an endowment in line with previous Charities and Trust Committee approvals across all Staffordshire County Council Charitable Funds.
 - b. an annual grant programme to be run by appointed quasi management trustees to deliver against the charitable objectives, if deemed appropriate by the Committee,
 - c. the marketing of the sale of the Property jointly with adjoining landowners; and
 - d. delegation of approval to the Assistance Director for Commercial and Assets to agree sale and
 - e. fund management be undertaken in the normal way for charity trusts capital.
3. Retain the property asset and consider alternative tenant arrangements for its use to support the objectives.

Background – Charity

1. The Governing documents for the Charity are the Conveyance dated the 29th September 1944 and the Scheme dated the 5th March 1979, copies of which are annexed hereto at Annex D.
2. In accordance with the Governing documents, the Trustees shall hold the Tamworth Youth Centre upon trust to permit the same to be appropriated and used for the promotion of the social mental moral physical and spiritual well-being of boys and girls resident in Tamworth aforesaid and the surrounding district by the provision of facilities for social and physical training and education and recreation.
3. Staffordshire County Council are currently the sole trustee of the Charity and are required to apply clear income of the Charity in providing or assisting in the provision of facilities for recreation or other leisure time occupation of persons under 25 years of age who are resident in the Borough of Tamworth and the surrounding district with the object of improving the conditions of life for the said person.
4. The Trustees do have the power under the scheme to delegate management and control of the Tamworth Youth Centre but they do not currently have the power to sell the Tamworth Youth Centre and may need to apply to the Charity Commission to amend the scheme to permit a sale if it is considered to be in the best interests of the Charity to proceed with the proposal.

Background - Tamworth Youth Centre

1. Staffordshire County Council leased the Tamworth Youth Centre from the Charity for 99 years from the 23rd June 1977.
2. The lease from the trust to Staffordshire County Council has no break provisions, and as such can only be determined by agreement
3. Until April 2015, Staffordshire County Council's Youth Services used the Tamworth Youth Centre in compliance with the objects of the Charity.
4. With effect from 1st April 2015 the Youth Service ceased to exist, and associated budget support was withdrawn. Accordingly, in total 32 youth centres were transferred, leased, closed and disposed of.
5. Staffordshire County Council therefore no longer have a use for the Tamworth Youth Centre but have kept Tamworth Youth Centre operational in order to facilitate and accommodate community users and to support the objectives of the Charity.
6. This has been achieved by the continued use of the Tamworth Youth Centre by local community organisations and an underlease to a Staffordshire County Council commissioned service (ADS and more recently , Humankind) who managed the Tamworth Youth Centre and enabled the users to continue to use the facility ('the Underlease').
7. The Underlease is a peppercorn rent but the undertenant takes on responsibility for running costs and maintenance in return.
8. In accordance with the terms of the Underlease, the Tamworth Youth Centre is currently used by Tamworth Radio, Liberty, Bowls, BMX, Table Tennis Clubs. However, these occupiers may not be using the Tamworth Youth Centre entirely in accordance with the Charities objects.

9. If the proposal for the sale of the Tamworth Youth Centre is approved Staffordshire County Council intend to work with The Staffordshire Council of Voluntary Youth Services Stafford ('SCVYS') to support the current users to relocate to suitable alternative accommodations.

Background – Charity Finances

1. Since 2015 revenue income accrued on behalf of the Charitable Trust has not been promoted or distributed. Prior to this, managers of the youth service formed a Tamworth Youth Centre Committee to distribute grants for the income annually.
4. Current Revenue income from the investment is £1500 per annum. The balance currently stands at £11,000.
5. If the proposal for the sale of the Tamworth Youth Centre is approved then it would be intended for the proceeds of the sale to be reinvested as part of an endowment in line with previous Charities and Trust Committee approvals across all Staffordshire County Council Charitable Funds.
6. Following investment, it is estimated that the current income of £1,500 per annum could increase by approximately £6,500 per annum for distribution in accordance with the objectives of the Charity.

Background - The Staffordshire Council of Voluntary Youth Services Stafford ('SCVYS')

1. It is considered that the appointment of quasi management trustees may be an effective way to allocate income and/or approve grants on behalf of the Charity in accordance with the objectives of the Charity.
2. SCVYS have been identified as a possible suitable quasi management trustee and would charge the Charity an administrative/management fee of £1000 per annum.
3. SCVYS have considerable experience in providing support to voluntary and community sector organisations for young people and are commissioned by Staffordshire County Council as their key infrastructure partner. SCVYS also have experience in administering and running grant programmes for the voluntary and community sector in Staffordshire.
4. It is proposed that if a sale is agreed and SCVYS appointed as quasi management trustees, that SCVYS will seek bids from Tamworth youth groups/ organisations and analyse these on their merits and in accordance with the objectives of the Trust and then submit annual reports to the Trustees outlining the grants awarded and some examples of impact.

Equalities Implications

The statutory functions discharged by the Charity Trustee are subject to a separate and distinct statutory regime underpinned (principally) by the Charities Act 2011, Trustee Act 2000 and relevant Charity Commission guidance. These are non-executive functions and are therefore not subject to the Equalities Act

2010 provisions. However, no decision is made until the Charity Trustee has determined it is expedient in the interests of the charity.

Legal Implications

1. Management and governance arrangements for charitable trusts are set out in the constitution under which they were established. Charity trustees in making decisions must also comply with Charities Act 2011, Trustee Act 2000, other relevant legislation and guidance issued by the Charity Commission. The assets of a charity must be used in accordance with charitable law, and the Scheme failing this will give rise to a breach of trust. Trustees have a duty to preserve the assets of trust. Decisions made by the charity must be expedient in the interests of the charity at all times. The disposal of trust assets is an exceptional event and must be in line with appropriate professional advice. All valuation advice must conform to the requirements in Part 7 Charities Act 2011 for the disposition of trust land.
2. As stated above, in order to proceed with a sale of the Tamworth Youth Centre the consent of the Charity Commission would need to be obtained. The Charity Commission are unlikely to provide consent unless it can be demonstrated that the proceeds of sale can be used in accordance with the objects of the Charity. It is considered that the reinvestment of the sale proceeds into an endowment to be run by appointed quasi management trustees would be the best way to comply with the objects of the Charity.
3. When consent for the sale is held, it will be necessary to agree a surrender of the Lease of the Tamworth Youth Centre with Staffordshire County Council. As a condition of this surrender Staffordshire County Council would work with SCVYS to support the current users in finding alternative and appropriate accommodation.

Resource and value for Money Implications

1. There are few financial implications for the Charity Trustee other than exposure to the legal fees associated with the application to the Charity Commission to obtain consent for the sale and the sale costs including the surrender of the lease with Staffordshire County Council. There will also be marketing fees.
2. Staffordshire County Council's Estates & Valuation Manager has undertaken an information valuation of the Tamworth Youth Centre and considers that a sale value of £185,000 may be achieved. The costs above are a required expenditure to achieve this return.

Risk Implications

Provided the consent of the Charity Commission is obtained and the sale and reinvestment of the sale proceeds, if agreed, are carried out in accordance with the objects of the Charity there is a minimal risk to the Charity.

If the Charity Commission do not provide consent for the sale then there is a risk that the Tamworth Youth Centre may no longer be able to be used in accordance with the

charitable purposes and may not achieve the same value on a later sale if this is not part of a wider disposal.

Report Author:

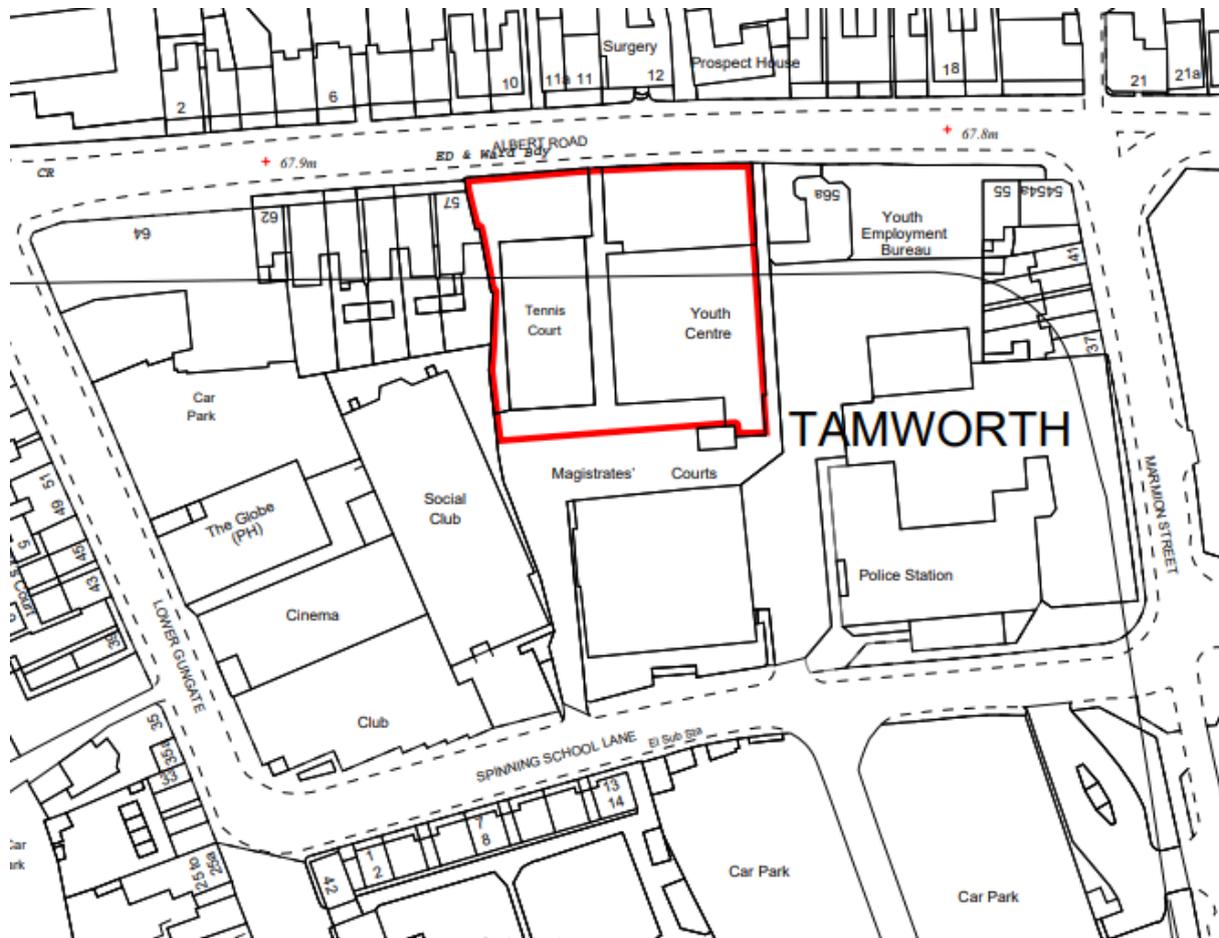
Report Authors:

Tim Leese: Strategic Delivery Manager

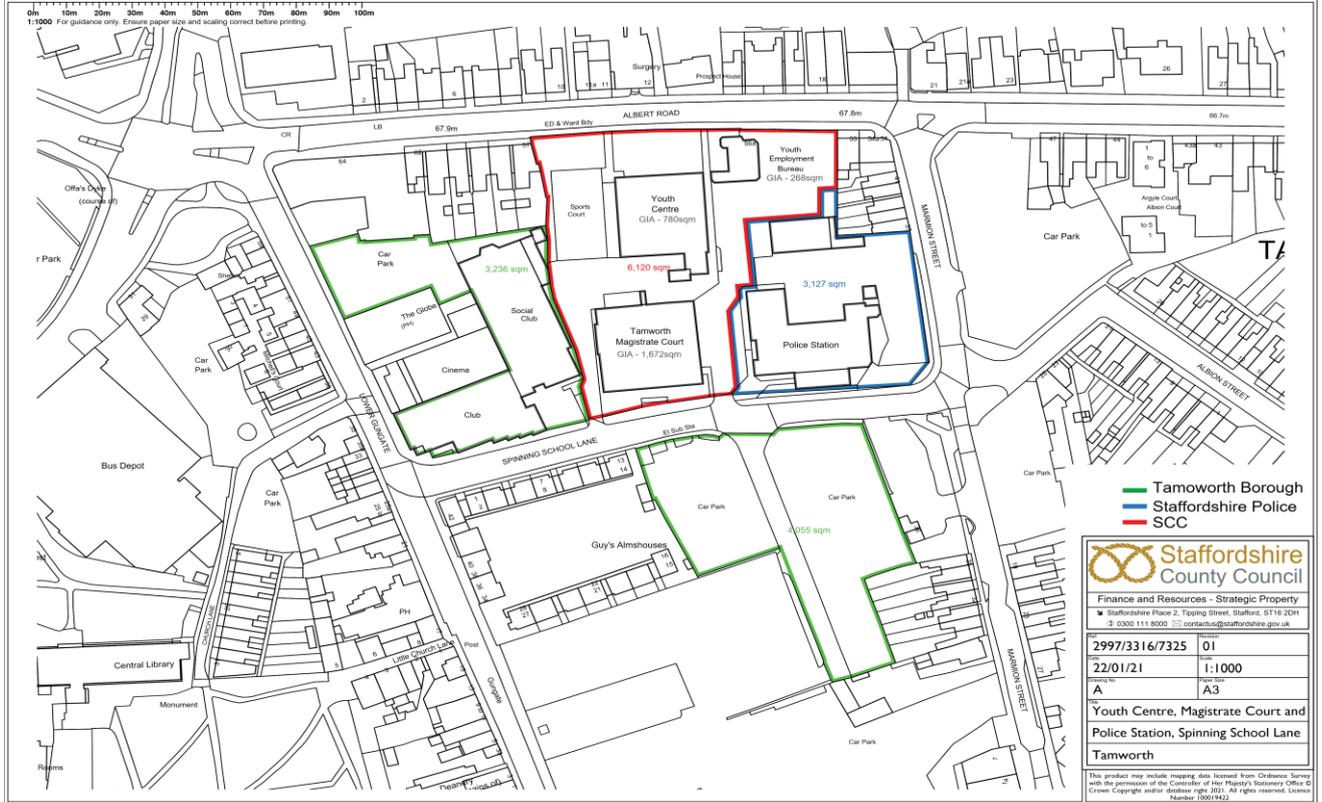
Helen Matthews: Project Manager-Strategic Property

Vanessa Rigby: Senior Solicitor.

Annex A – Plan showing extent of Tamworth Youth Centre



Annex B – Plan showing the Gungate Development Area



Annex C – Options

1. Do Nothing

Advantages

- Enables current tenants to continue to use the building

Disadvantages

- Currently the former TYC is not delivering any benefit in line with the TYC Charitable objectives as it is not used by groups for young people and this would continue.
- The condition of the building would deteriorate further due to continued pressures on maintenance budgets.
- Retaining the former TYC would prevent the sale of the other SCC property holdings and prevent further development on this site.

2. **Change the charitable objectives to enable the sale of the former TYC and appoint SCVYS as quasi management trustees to deliver an annual grants programme to deliver against the charitable objectives on behalf of the TYC Trustees.**

Advantages

- The proposed reinvestment of the sale proceeds and grants model will realise the Charitable Trust obligations
- The SCC Charity & Trust Committee would retain the responsibility for the delivery and oversight of the TYC Charitable Trust objectives as is currently the case as the committee presently administer the TYC Fund

Disadvantages

- The SCC Charity & Trust Committee may not wish to retain the responsibility and oversight of the TYC Centre fund.

3. Source a new tenant

Advantages

- If the new tenant provided services for the young people of Tamworth the TYC Charitable Trust objectives may be realised by an extended use of the building

Disadvantages

- It would be extremely unlikely that a new tenant would be attracted to the building as they would be required to take on the repairs maintenance and running costs of the building and site area.
- Running costs from 2015 to 2021 total approximately £63,500.
- The condition of the building has a backlog maintenance of £ £578,878 with £114,252 of this being Priority 1 and 2 items.
A new tenant would be required to enable other organisations to use the building to fulfil the charitable trust obligations.

Annex D – Governing Documents

Sealed 5th March 1979.

N68(S)
79.

County - Staffordshire.
Place - Tamworth.
Charity - Tamworth and District
Youth Centre.

Certified a true
Copy of the original
Mr J Trailwell

L4.
522,734/1.

Staffordshire County
Council, P. box 11
County Buildings
Martin Street
Stafford
S11 6 2LT

Scheme.

CHARITY COMMISSION.

In the matter of the Charity known as the Tamworth and District Youth Centre, at Tamworth, in the County of Staffordshire, comprised in a conveyance dated the 29th September 1944; and In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES
HEREBY ORDER that the following Scheme be approved and established:-

S C H E M E.

1. Administration of Charity. - The above-mentioned Charity and the property thereof specified in the schedule hereto and all other the property (if any) of the Charity shall be administered and managed subject to and in conformity with the provisions of the above-mentioned conveyance dated the 29th September 1944 as affected by the provisions of this Scheme.

2. Application of income. - The Trustees shall apply the clear income of the Charity in providing or assisting in the provision of facilities for recreation or other leisure time occupation of persons under 25 years of age who are resident in the Borough of Tamworth and the surrounding district with the object of improving the conditions of life for the said persons: Provided that income shall not be applied directly in relief of rates, taxes, or other public funds but may be applied in supplementing assistance provided out of public funds.

N1604 4.12.78AK

3. Questions under Scheme. - Any question as to the construction of this Scheme or as to the regularity or the validity of any acts done or about to be done under this Scheme shall be determined by the Charity Commissioners upon such application made to them for the purpose as they think sufficient.

S C H E D U L E.

The following adjoining land situate at Tamworth in the County of Staffordshire having a frontage of 170 feet or thereabouts on the north to Albert Road with the buildings thereon known as the Tamworth Youth Centre subject to and with the benefit of a lease to the Staffordshire County Council for a term of 99 years from the 23rd June 1977 at the yearly rent of 5p if demanded:-

1. Land containing 2711 square yards or thereabouts being part of the land comprised in the above-mentioned conveyance dated the 29th September 1944 and made between the Official Trustee of Charity Lands of the first part Francis Harry Argyle and one other of the second part and David Adams and two others of the third part and recorded in the Books of the Charity Commissioners on the 24th November 1944 pursuant to the provisions of Section 29(4) of the Settled Land Act, 1925;
2. Land containing 133 square yards or thereabouts being the land comprised in a conveyance dated the 19th November 1975 and made between the Staffordshire County Council of the one part and the Staffordshire County Council as the Trustees of the said Tamworth and District Youth Centre of the other part.



L

The following sums of cash standing in the name of the Staffordshire County Council as the Trustees of the Tamworth and District Youth Centre on temporary loan to the said council at interest:-

£5,150 cash being the clear proceeds of sale of property under the authority of an Order of the Commissioners of the 4th May 1977.

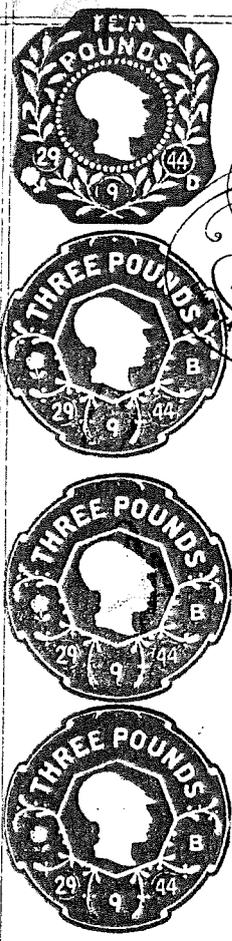
£6,606.96 cash being accumulations of income.

This schedule is made up to the 28th February 1979.

Sealed by Order of the Commissioners this 5th day of March 1979.

L.S.

N1604 AK



This Conveyance

is made the
twenty ninth

day of *September* One thousand nine hundred and forty
four BETWEEN THE OFFICIAL TRUSTEE OF CHARITY LANDS (herein
after called the Official Trustee) of the first part
FRANCIS HARRY ARGYLE of Tamworth in the County of Stafford
Solicitor and GEORGE ROBERT JENNINGS of Tamworth aforesaid
Solicitor being the Trustees of the Charity of Richard and
Elizabeth Beardsley in the Parish of Tamworth aforesaid
(hereinafter called the Vendors) of the second part and
DAVID ADAMS of "Desmona" Wiginton Road Tamworth aforesaid
Retired Railway Official FRANK BURKITT of Queen Elizabeth's
Grammar School Tamworth aforesaid Head Master and ELSIE
BRAMBLE TAYLOR of Upper Gungate Tamworth aforesaid Spinster
(hereinafter called the Trustees) of the third part WHEREAS
(1) The property hereinafter described and intended to be
hereby conveyed is part of the property of the said Charity
(2) By an Order made by the Board of Charity Commissioners
for England and Wales on the sixth day of March One thousand
eight hundred and ninety-one the legal estate in the said
property was vested in the Official Trustee in trust for
the said Charity _____
(3) By an Order made by the said Board on the fifteenth
day of October One thousand nine hundred and forty-three
the Vendors were authorized within twelve months from the

date thereof to sell the said property for not less than One thousand nine hundred pounds and to do and execute all proper acts and assurances for carrying the sale into effect _____

(4) The Vendors have agreed with the Trustees for the sale to them of the said property for an estate in fee simple in possession free from incumbrances at the price of One thousand nine hundred pounds NOW THIS DEED

WITNESSETH as follows : _____

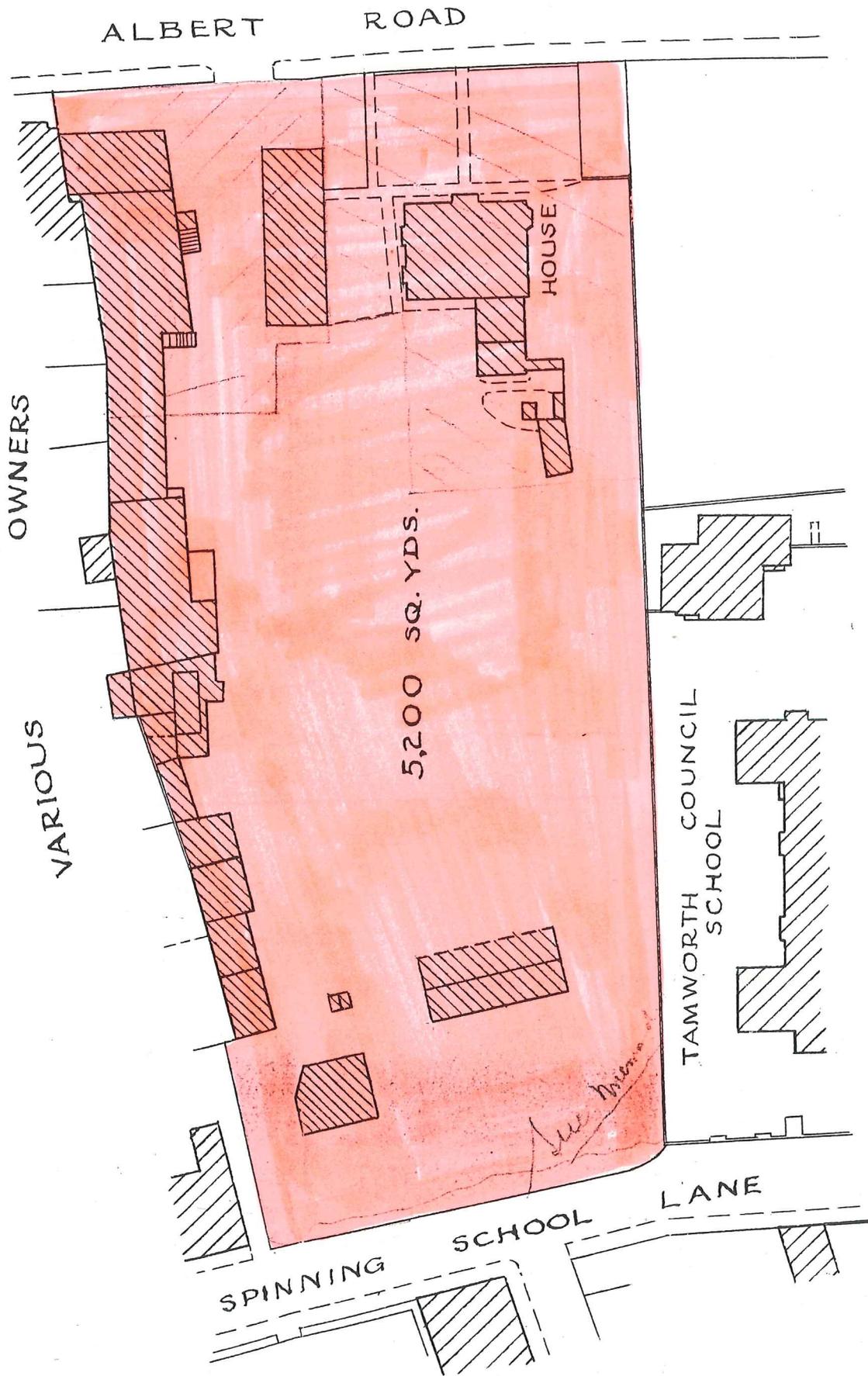
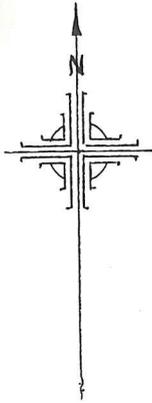
1. In pursuance of the said agreement and in consideration of the sum of One thousand nine hundred pounds paid to the Vendors by the Trustees (the receipt whereof the Vendors hereby acknowledge) the Vendors in the name and on behalf of the Official Trustee hereby convey and as Trustees hereby convey and confirm unto the Trustees ALL THAT the property described in the Schedule hereto TO HOLD the same unto the Trustees in fee simple _____

2. The Trustees shall hold the said property hereby assured upon trust to permit the same to be appropriated and used for the promotion of the social mental moral physical and spiritual well-being of boys and girls resident in Tamworth aforesaid and the surrounding district by the provision of facilities for social and physical training education and recreation _____

3. The said property hereby assured shall be managed and controlled solely by the Council of the Tamworth and

PLAN REFERRED TO

SCALE 1:500



District Youth Centre (hereinafter called the Council) in accordance with the powers from time to time vested in them by the Constitution of the said Tamworth and District Youth Centre _____

4. The Council shall have power to delegate the management and control of the said property from time to time to any executive or other committee appointed in accordance with the said Constitution _____

5. In this deed the expression "the Trustees" shall where the context admits be construed as including the Trustees for the time being of this deed _____

IN WITNESS whereof the parties hereto of the second and third parts have hereunto set their hands and seals the day and year first before written _____

THE SCHEDULE before referred to

ALL THAT piece of land containing five thousand two hundred square yards or thereabouts situate in the Borough of Tamworth in the County of Stafford having frontages to Albert Road and Spinning School Lane on the North and South sides thereof respectively and also ALL THAT dwellinghouse Numbered 56 Albert Road aforesaid with the outbuildings and appurtenances thereto belonging and the buildings (formerly two cottages) now used as store rooms and the other buildings standing on the said plot of land or some part thereof as now or lately in the occupation of Mr. Charles Jenkins all which said property is delineated

in the plan annexed hereto and thereon coloured pink

SIGNED SEALED and DELIVERED

by the said Francis Harry
George Robert Jennings
Argyle/David Adams Frank

Burkitt and Elsie Bramble

Taylor in the presence of

S. H. Dale

*Solicitor, Tamworth,
Staffs.*

F. H. Argyle.

G. R. Jennings

D. Adams

F. Burkitt

E. B. Taylor

RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 29 (4) OF THE SETTLED LAND ACT, 1925.

24th November 1944



Memorandum

22nd October 1953. - On this date a strip of land fronting to Spinning School Lane containing Eighty square yards and forming part of the within described property was conveyed to the Mayor Aldermen and Burgesses of the Borough of Tamworth in fee simple for the construction thereon of a footpath.

DATED

29th September

1944

THE TRUSTEES OF THE CHARITY
OF RICHARD & ELIZABETH BEARDSLEY

— to —

THE TRUSTEES OF THE FARNWORTH
AND DISTRICT YOUTH CENTRE

Conveyance

— of —

premises fronting to Albert Road
and Spinning School Lane Farnworth
in the County of Stafford.

651/44

341/2

Sealed 24 April 1951.

County - STAFFORD.

No. 51/602 L.

Borough - TAMWORTH.

Foundation - THE TAMWORTH AND DISTRICT
YOUTH CENTRE.



Stamp £1.

Removal and Appointment of Trustees -
Vesting.

CU 9-9

101. ORDER made by the Minister of Education under the Charitable Trusts Acts, 1853
to 1925, in the Matter of the Foundation known as THE TAMWORTH AND DISTRICT
YOUTH CENTRE, in the Borough of TAMWORTH, in the County of STAFFORD.

THE MINISTER OF EDUCATION hereby ORDERS as follows:-

1. DAVID ADAMS;
FRANK BURKITT; and
ELSIE BRAMBLE TAYLOR,

are hereby removed, at their own request, from being Trustees of the above-
mentioned Foundation, and

THE STAFFORDSHIRE COUNTY COUNCIL

is hereby appointed to be the Trustee for the administration of the Foundation
and the endowment thereof specified in the Schedule hereto, and all other the
endowment (if any) of the Foundation.

2. The land specified in the Schedule hereto shall forthwith vest in
the Trustee appointed by this Order for all the estate and interest therein
belonging to or held in trust for the Foundation.

Q-20

Local Members' Interest	
Phil Hewitt	Cannock Chase – Etchinghill and Heath

Charities and Trusts Committee

**The Rugeley Educational Endowment
(Charity Number 528603) ('the Charity')**

Proposal

1. The Hart School, Penkridge Bank Road, Rugeley, WS15 2UE ('the School') converted to an Academy in 2011 and is part of Creative Education Trust (the Trust').
2. The Hart was judged as "good" by OFSTED in 2018 and increased popularity has seen pupil numbers grow in recent years. Numbers are beyond the current capacity of the School's buildings and there is further pressure on facilities from the county council's recent request for additional Year 7 places to avoid local children having to travel to schools outside Rugeley.
3. The Trust requires additional investment to provide improved facilities for pupils because the School is heavily impacted by aged buildings, insufficient learning spaces and a shortfall of useful social spaces that support student circulation, dining and recreation.
4. The School is proposing to commission detailed feasibility project work to carry out the following works:
 - (a) the creation of additional learning spaces by adding a sustainable modular building to the former caretaker's bungalow, further details of which are set out in Annex A hereto;
 - (b) the creation of additional social space by undertaking landscaping works, further details of which are set out in Annex B hereto; and
 - (c) the repurposing of the redundant swimming pool block that is currently derelict, further details of which are set out in Annex C hereto.
5. At this stage, it is estimated that the funds required for these works will be:

Item	Estimated Cost
(a) Modular building to provide additional learning space	£1,200,000
(b) Creation of additional social space	£520,000

(c) Repurposing of the redundant swimming pool block	£780,000
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6. The School therefore requests approximately £2.5 million from the Charity in support of these works, which it would like to commence as soon as it is able.
7. To date, no formal quotes for these works have been provided and these figures are estimates of the likely costs subject to further feasibility works. The School has not yet obtained quotes or further feasibility because it does not wish to invest significant amounts of funding in undertaking the further feasibility works without knowing that there would be funding available to complete the works.
8. The School considers that it is otherwise unable to fund this investment for the reasons set out in Annex D.
9. In recent years the School has received a grant from the Charity of around £85,000 annually. Of this amount the vast majority is applied by the School to purposes that generally enhance the life of pupils at the School. Such purposes include rewards to pupils, educational visits, Principal's discretionary payments, leisure centre twilight usage, provision of Chromebooks to pupils, Curriculum days, end of year theatre productions and dance and performance trips. Only around £3,000 is paid out per annum directly to pupils, permitting the School to enable them to buy books and other equipment to further their education.
10. The School recognises that it will need to continue to meet the amounts previously paid out for the benefit of pupils at the School out of School funds and that proper provision needs to be made to cover the cost of maintaining grants for educational purposes to pupils leaving the School should the maximum amount of funding requested be made available to the School by the Charity. For this reason, it is proposed that around £350,000 of the Charity's capital remains subject to the restrictions on expenditure. This will mean that this sum can remain invested to produce an income to continue to further the purposes of the Charity in future.
11. As the majority of Rugeley parents choose The Hart for their children, the proposed capital investment would benefit the maximum number of pupils. Even with the planned opening of a new free school in the town, a vibrant and viable School is essential to ensuring sufficient high-quality places are available to meet the growing needs of local families,

Report of the Director for Corporate Services

The Staffordshire County Council's role as a Charity Trustee

12. Staffordshire County Council ('SCC') is the sole trustee of the Charity.
13. Trustees have and must accept ultimate responsibility for directing the affairs of a charity, ensuring that it is solvent, well-run and delivers the charitable outcomes for the public benefit for which it has been set up.
14. Local Authorities are well suited to being a charity trustee as they are:-
 - rooted in the local community;
 - open and transparent in their dealings;
 - highly accountable for their actions, and
 - have the high standards of public conduct embedded in the way they work.
15. Charity trustees have a duty to act solely in the best interests of the charity and its beneficiaries with a view to furthering its charitable purposes and for no other purpose whatsoever. They must also ensure that any charitable assets are managed independently and prudently in accordance with their charitable purpose and any restrictions in the charity's governing document.
16. SCC delegates the day to day management and administration of the Charity to the Charities and Trusts Committee, which includes consideration of applications for funding made to the Charity.

Summary

17. The School has made a formal request for investment of up to £2,500,000 to modernise the facilities available at the School because it considers that it is otherwise unable to fund the investment required to modernise the facilities at the School.

Recommendations

18. It is recommended that the committee consider the request received and the available options.

Background of the Charity

19. The Charity is governed by a scheme dated 31st March 1994 ('the 1994 scheme') as amended by a scheme dated 6th July 2018, copies of which are annexed hereto at Annex E ('the 2018 scheme').
20. The objectives of the Charity require the Trustee to apply the clear income of the Charity in one or more of the following ways:
 - (a) "in providing for any **eligible school** equipment and other items, services and facilities for such school and thereby advancing education thereat"; and
 - (b) "in otherwise promoting the education (including social and physical training) either, generally or individually, of **beneficiaries**".

21. The scheme defines "beneficiaries" as "persons under 25 years of age who are or who have been pupils of an eligible school".
22. Under the 1994 scheme "eligible school" was defined as "any voluntary, grant-maintained or county secondary school in the area of benefit or by which the area of benefit is substantially served". The "area of benefit" is defined as the former urban district of Rugeley as constituted on the 31st March 1974.
23. The definition of eligible school was amended by the 2018 scheme. Therefore for the purposes of the Charity's charitable objectives "eligible school" includes any school which is a "school" for the purposes of the Education Acts provided that school is situated in the area of benefit (as defined above) or by which the area of benefit is substantially served.
24. The rationale for updating the definition of "eligible school" at the time of SSC agreeing the 2018 scheme with the Charity Commission was to allow the Charity to support the School as an academy, which would not have been possible applying the definition of eligible school in the 1994 scheme. Since the 2018 Scheme was authorised, the Charity has supported the School and no other schools have benefited from funding from the Charity.
25. The amendment means that the Charity is no longer for the benefit of just secondary schools within Rugeley but for any school within Rugeley that satisfied the definition in the Education Act. The following schools are therefore also believed to be entitled to benefit from this Charity: Chancel Primary School; Chase View Community Primary School; Churchfield CE Primary Academy; Etching Hill CE Primary Academy; Forest Hills Primary School; Hob Hill CE/Meth(VC) Primary School; Redbrook Hayes Community Primary School; St Joseph's Catholic Primary School, The John Bamford Primary School; The St. Mary's CofE Primary School.
26. The scheme requires the Charity to invest in trust all sums of cash now or at any time belonging to the Charity other than income needed for immediate working purposes.
27. The Statement of Income & Expenditure for the Charity for the period from 1st April 2020 to and including 31st March 2021 is set out in Annex F.

Background of the School

28. The School converted to an Academy in 2011, when it was known as Fair Oak Academy. It merged with the neighbouring Hagley Park School in 2016. The combined school has been located solely on the Fair Oak site from September 2018 and has been part of the Trust since academisation.
29. The buildings where the School is now located were constructed in the late 1950s, designed for 950 pupils and are generally in a very poor state of repair.

This is in spite of the substantial capital investment to improve facilities that has been made in the School by the Trust since academisation in 2011; further details of this are set out in Appendix D.

30. The Trust/School have advised of the challenges to the School estate at The Hart. There is a swimming pool at the School which has lain unused for several years and will never be capable of use in the future. Changing rooms are of an unacceptable standard. The gym is outdated and dilapidated. The School is now oversubscribed with a forecast of 1,253 pupils in September 2021 and there is insufficient space for catering, for sixth form study or for recreation. Science labs are of poor quality and of insufficient capacity. There is insufficient classroom space to house the increased number of pupils, which will be exacerbated by the School/Trust's agreement with the county council to admit a further 60 Year 7 pupils.
31. A point has been reached where the Trust and the School consider that the current accommodation is unacceptable to provide an environment for children in Rugeley to learn and to thrive. The situation is exacerbated by the increase in the number of disadvantaged children both in total and as a percentage of all pupils. These pupils could be further disadvantaged if they were required to travel to undersubscribed schools in Cannock or Lichfield to receive their education (these being the closest realistic alternatives): longer days; more difficult to access after school clubs, activities and catch up; less likely to be able to participate in events to raise cultural capital.
32. The Trust / School considers that the position of the School as a viable place to educate the children of Rugeley will be negatively affected further by the free school that has been announced on the site of the former power station close to the town (it is anticipated that it would open to Year 7 secondary students in September 2024). It is inevitable that the School will be unable to compete in terms of the quality of the buildings and facilities and so will lose substantial numbers of pupils, which in turn will lead to a further decline in its financial condition, meaning that it will have no funds to improve the condition of the School beyond the relatively modest amounts available from school condition allocation. Thus, a further spiral of decline would be very hard to avoid.

Options

33. In the circumstances, there are the following immediately apparent options available to the Charities and Trusts Committee:
 - (1) refuse the request for investment;
 - (2) refuse the request for investment but provide funding to enable feasibility studies to be undertaken before considering the request again;

- (3) release the restrictions on spending the Charity's capital and agree in principle to funding of £2,500,000 subject to the concurrence of the Charity Commission and subject to the grant agreement being entered into between the parties. If this option is selected the trustees would be required to pass the draft resolution annexed hereto at annex G with such amendments as the trustees shall require;
- (4) as option 3 above but with a different funding sum.

Equalities Implications

- 34. The statutory functions discharged by the Charity Trustee are subject to a separate and distinct statutory regime underpinned (principally) by the Charities Act 2011, the Trustee Acts 1925 and 2000 and relevant Charity Commission guidance. These are non-executive functions and are therefore not subject to the Equalities Act 2010 provisions.

Legal Implications

- 35. Management and governance arrangements for charitable trusts are set out in the constitution under which they were established. Charity trustees in making decisions must also comply with the Charities Act 2011, the Trustee Acts 1925 and 2000, other relevant legislation and guidance issued by the Charity Commission.
- 36. Charity trustees have a duty to ensure that the charity's assets are applied in advancement of the charitable purposes for the public benefit. Trustees also have a duty to act solely and exclusively in the interests of their charity and protect the charity's assets.
- 37. Decisions taken by the Committee on behalf of SCC as trustee of the Charity must be expedient in the interests of the charity at all times and should be taken in accordance with the Charity Commission's guidance on decision-making. This guidance essentially requires trustees to consider all relevant factors, disregard irrelevant factors, take professional advice (if required) and manage conflicts of interest.
- 38. The scheme governing the Charity provides for the assets of the Charity to be invested in trust and for only the income to be applied in advancing the Charity's purposes. This creates a permanent endowment.
- 39. The funds available as income are around £85,000 annually. The capital value as at 31 March 2021 was £2,854,155. Therefore, in order to be able to provide the funding requested by the School, the Committee will need to consider releasing the restrictions on spending part of the Charity's capital.
- 40. There is a power under the Charities Act 2011 which allows charity trustees to resolve to release the restrictions on expenditure of capital applicable to the

charity's assets. The power may be exercised to release all or part only of the charity's capital from the restrictions on expenditure.

41. The resolution must be approved by at least two-thirds of the Committee members present and voting at a meeting of the Charity. The Committee must determine that the charitable purposes of the Charity could be carried out more effectively if the capital (or part of it) could be spent as well as the income accruing to the capital, rather than just the income.
42. In accordance with the requirements of the Charities Act the resolution, if passed, must be sent to the Charity Commission together with a statement of reasons for passing it. The Commission then has the period of three months from the date of receipt of the resolution to "concur" with it. During this time, the Commission could request further information from SCC as trustee or require SCC to give public notice of the resolution. If either further information is requested or public notice required, the three month period within which the Commission must concur with the resolution will be paused. The resolution will not take effect until the Charity Commission has concurred with it.
43. The Commission will need to be satisfied that, if the resolution is to take effect, implementing it will "accord with the spirit of the gift" (i.e. the basic intention underlying the original gift) and that SCC, as trustee, has otherwise complied with the relevant provisions of the Charities Act 2011.
44. Due to the process required to be followed, the School/Trust would like consideration to be given to releasing part of the capital (i.e. £2.5 million) from the restrictions on expenditure to allow for maximum flexibility (Option 3). The Charity Commission is unlikely to look favourably on repeated requests in a short period of time. The Charity Commission also has limited capacity generally and turn-around times are slow. This suggested approach would also reduce the time and cost involved in considering future resolutions (which would require the Charity Commission to concur with each one) on a piecemeal basis. The Committee would not, at present, be able to fully commit to providing the funding requested due to the restrictions on spending the Charity's capital.
45. If the Charity Commission were to concur with the resolution to release part of the capital from the restrictions on expenditure, the Committee need not spend it all in supporting the School (as requested). The Committee (acting on SCC's behalf) would still have discretion over how the Charity's funds were spent in advancing the objects. However, it would give the Committee the flexibility required to meet the funding requests if it considered it is in the Charity's best interests to do so.

Resource and value for Money Implications

46. There are few financial implications for the Charity Trustee other than exposure to the legal fees associated with any correspondence with the Charity Commission and legal fees associated with agreements required in connection

with the release of the funding unless it is agreed that these will be otherwise paid by the School or the County Council.

Risk Implications

47. Provided any resolution passed is in the interests of the Charity and in accordance with the Scheme and further provided that any directions from the Charity Commission are followed, there should be minimal risk.
48. The value of the endowment can go up or down as this is invested in the stock market. Therefore, there is no guarantee that if funding of £2,500,000 is made available that £350,000 capital will remain. The level of capital remaining could be more or less depending on the value of the endowment on the date that the capital is made available.

Report Author:

Legal Services Unit, Staffordshire County Council

Annex A – Modular building to provide additional learning spaces

Provision of additional learning spaces by utilising the now defunct caretaker's bungalow to the North entrance of the site. The plot is currently largely unused save for SEND spaces and is some 580 square metres in total. Some initial volumetric studies are currently underway with Net Zero Buildings Ltd (a framework provider to ESFA). Some initial 3D modelling has identified potential for opportunity for some 350sqm of sustainable modular building. It is considered that a likely budget for a new sustainable modular build would be £1.225 million using ESFA framework rates plus a further £175K for demolition of the existing building. Of this amount it is intended that £1.2 million would be funded by grants from the Charity.



1 External Perspective



3 External Perspective



2 External Perspective



4 External Perspective

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3915, 3917, 3919, 3921, 3923, 3925, 3927, 3929, 3931, 3933, 3935, 3937, 3939, 3941, 3943, 3945, 3947, 3949, 3951, 3953, 3955, 3957, 3959, 3961, 3963, 3965, 3967, 3969, 3971, 3973, 3975, 3977, 3979, 3981, 3983, 3985, 3987, 3989, 3991, 3993, 3995, 3997, 3999, 4001, 4003, 4005, 4007, 4009, 4011, 4013, 4015, 4017, 4019, 4021, 4023, 4025, 4027, 4029, 4031, 4033, 4035, 4037, 4039, 4041, 4043, 4045, 4047, 4049, 4051, 4053, 4055, 4057, 4059, 4061, 4063, 4065, 4067, 4069, 4071, 4073, 4075, 4077, 4079, 4081, 4083, 4085, 4087, 4089, 4091, 4093, 4095, 4097, 4099, 4101, 4103, 4105, 4107, 4109, 4111, 4113, 4115, 4117, 4119, 4121, 4123, 4125, 4127, 4129, 4131, 4133, 4135, 4137, 4139, 4141, 4143, 4145, 4147, 4149, 4151, 4153, 4155, 4157, 4159, 4161, 4163, 4165, 4167, 4169,

Annex B –Creation of additional social spaces

Provision of additional social space to the South elevation of the school. Some initial landscaping proposals have been developed by LUC, a specialist landscape architect. The suggested options could provide a further 2,200 square metres of social space to the South elevation. This scheme would provide a sustainable feature for the school. Initial costing suggestions for 2,200 square metres equate to a cost of £520K.

The Hart School
Southern Playground
Landscape First Thoughts

Preliminary Ideas -
No survey information available and we have not
been to site.

10th February 2021
Prepared by LUC



The Hart School Existing Site Context



General Observations

- School perched on an elevated position, with approximately a 10-15m level change across the core of the site.
- Green context, with open views to the southeast
- Mature tree planting sets the school buildings into their context
- Steep level change between the built elements and playing fields

The Hart School Expanding Playground Space



Existing Photo 1

- Existing playground areas. Space approximate 5-20m wide



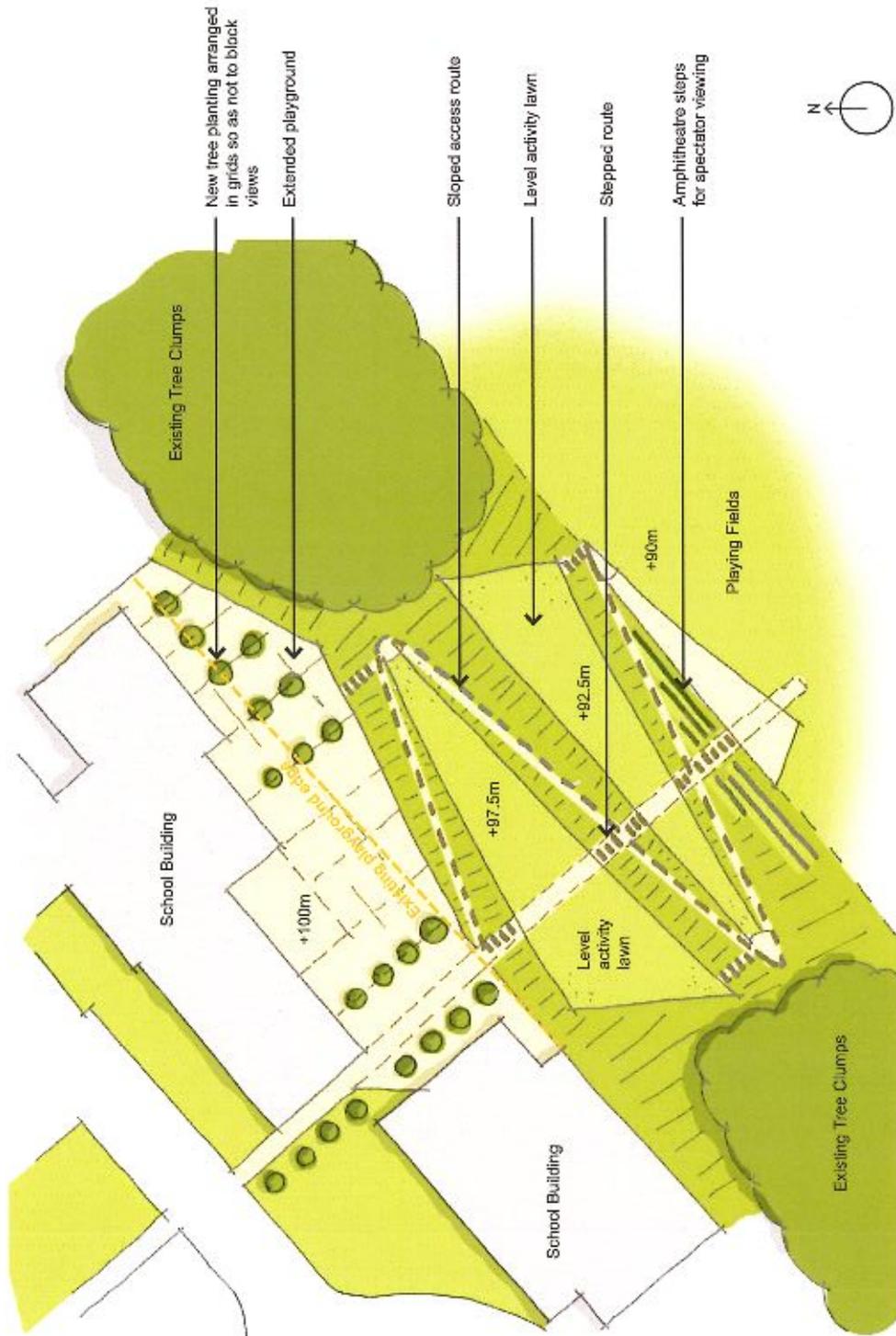
Existing Photo 2

- View from top of existing slope. Approximate level change 10m, slope gradient in the region of 1:5.

The Hart School Sketch Proposal

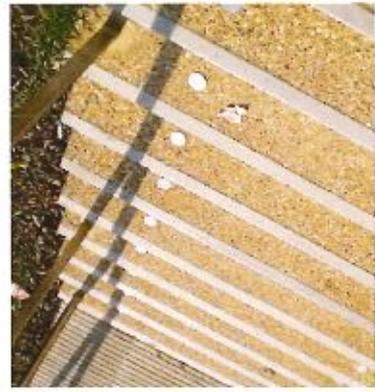
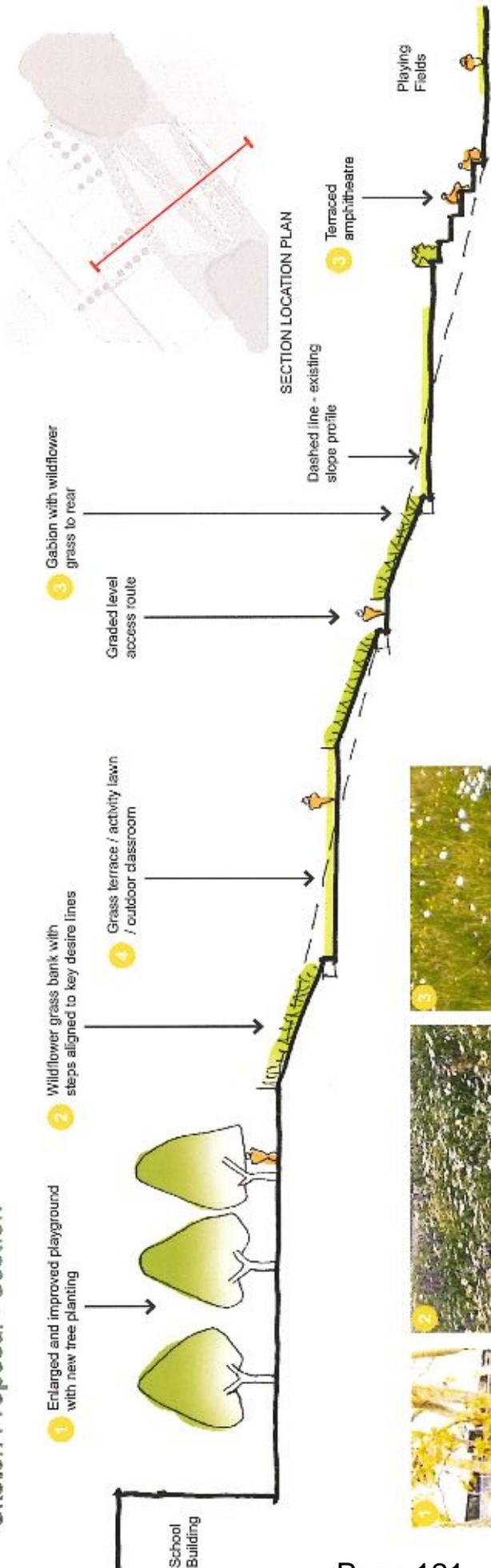
Design Opportunities

- Create an accessible sloped route from the upper playground to the sports fields for access to all.
- Supplement level route with more direct stepped access aligned with the route through the centre of the school.
- Expand the upper playground out into the slope to create a larger usable space.
- Create level plateaus in the slope for general recreation or learning spaces / outdoor classrooms.
- Potential for additional tree planting to upper playground.
- Steeper slopes to be seeded with wildflower grasses to promote biodiversity.
- Low gabions to be added to key slopes and against paths with opportunities for inbuilt seating.
- Possible amphitheatre to base of slope for spectator viewing.



NOTE: Levels estimated, no survey information available.

The Hart School Sketch Proposal - Section



PRECEDENT IMAGES

Annex C – Repurposing of the derelict swimming pool block

To re-purpose the defunct swimming pool block, which is currently derelict. The block is in a considerable state of disrepair and is of some 280 square metres in area. There are two options that are to be taken through a feasibility study. Option 1 would be to demolish and to provide an additional dining/catering or refectory space. This would then free up space in the existing canteen area and further learning space could be reclaimed. Option 2 would be to create two unique performing arts studio spaces. The likely cost of achieving this would be between £650K and £780K.



Annex D – Information from the School regarding the financial position of the School

The financial position of the School is extremely challenged due to a number of historical factors:

- Declining pupil numbers between 2012 and 2018: over this period pupil numbers across the two sites then occupied fell from 1,522 to 1,128. Since then numbers have recovered in 2020 to 1,195 and are forecast to exceed 1,250 in 2021.
- The cost of running two sites up to 2018: the School was formed by the merger of two adjacent schools and both school sites were maintained up to this date. This resulted in very significant diseconomies of scale as pupil numbers continued to fall. The position only began to improve when it became possible to accommodate all pupils on a single site, but even then it has cost around £140,000 p.a. to maintain the vacant Hagley Park site.
- Low per pupil funding: funding is determined in part by the deemed level of deprivation in the area in which pupils live. Deprivation in Rugeley has been measured as being artificially low due to the high level of owner occupation in the town caused by the gift of homes to former power workers as the industry closed down. This has meant that the level of funding has been amongst the lowest in the country and accordingly that the school has been unable to meet its costs.

The financial results of the School over the last three years in consequence are as follows:

	Deficit
2017/18 (actual)	£1,170K
2018/19 (actual)	£420K
2019/20 (actual)	£358K
2020/21 (projected)	£114K

As at 31 August 2020 the School had a deficit on reserves of £2.5 million.

The School has no access to additional funding other than that provided by Creative Education Trust. Historically this has been very considerable:

- Since 2015 Creative Education Trust has funded the School's operating losses of £3.4 million.

- In addition, the Trust has provided £2.4 million in capital funding over this period to improve the facilities and the environment at the School.

It is not feasible for the Trust to continue to fund the School in this way. Revenue funding is specifically targeted at the day to day running of the 17 schools across the Trust and is not intended to provide capital funding for improvements to schools. School condition allocation is provided for this purpose, but the Trust has to balance the needs of all of its schools in deciding how to allocate these funds, even as it continues to meet the normal recurring capital expenditure needs of the School. Historically the School has been disproportionately favoured as against its other schools.

The Trust has recently carried a survey of all of its schools and has concluded that it needs £21.7 million of capital funding to meet the needs of the schools over the next five years, not including the works outlined above. Set against this, school condition allocation at current rates would provide only £9 million of this amount.

As noted below, the School is concerned that it faces a continued and severe decline in its physical condition in the absence of further essential investment. In the absence of this, and in the face of the threat from a new free school close by, the School will become unable to provide an environment of sufficient quality within which to educate its pupils.

Annex E – Charity Scheme

Sealed 31st March 1994

N58(S)

94

C

County - Staffordshire
Place - Rugeley
Charities administered in connection with
The Rugeley Endowment



Legal(Liv)
528,603 A/1

Adjudged not chargeable
with stamp duty

Scheme including appointment of
Trustee and vesting

CHARITY COMMISSION

In the matter of the following Charities administered in connection with the Charity called The Rugeley Endowment, at Rugeley, in the County of Staffordshire, comprised in a Scheme made by the Secretary of State for Education and Science on the 16 February 1972 and a Scheme of the Charity Commissioners of the 24th January 1983:-

1. The Charity called the Rugeley Grammar School, comprised in a Scheme made by the Board of Education on the 26th November 1930 and a Scheme made by the said Secretary of State on the 12th December 1966;
2. The Charity called the Alex Payne Conversation French Prize, comprised in a trust deed dated the 5th June 1956 and in the said Scheme of the 12th December 1966;
3. The Charity called Mrs. Lucy Cottrell's Prize, founded by will and comprised in the said Scheme of the 12th December 1966;
4. The Charity known as the Reverend J.Thomas Walters' Prize Fund; and

In the matter of the Charities Act 1993.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES HEREBY ORDER that the following Scheme be approved and established as the Scheme for the regulation of the above-mentioned Charities:-

S C H E M E

1. Administration of Charities. (1) The above-mentioned Charities and the property thereof shall be administered and managed subject to and in conformity with the provisions of this Scheme.

(2) The Charities numbered 2 to 4 above shall be administered and managed together as one Charity under the title of the Rugeley Schools Prize Fund (hereinafter referred to as "the Prize Charity").

(3) The Charity numbered 1 above shall be administered and managed under the title of the Rugeley Educational Foundation (hereinafter referred to as "the Foundation").

(4) The Foundation and the Prize Charity shall be administered and managed by the Trustee hereinafter appointed and are hereinafter referred to together as "the Charities".

2. Investment of cash. All sums of cash now or at any time belonging to the Charities, other than income needed for immediate working purposes, shall be invested in trust for the Charities respectively.

3. Meaning of expressions. In this Scheme the following expressions shall have the following meanings -

"area of benefit" shall mean the area of the former Urban District of Rugeley as constituted on the 31st March 1974.

"eligible school" shall mean any voluntary, grant-maintained or county secondary school in the area of benefit or by which the area of benefit is substantially served.

"beneficiaries" shall mean persons under 25 years of age who are or who have been pupils of an eligible school.

4. Trustee. The Staffordshire County Council shall be the Trustee of the Charities.

5. Vesting. Any land belonging to the Foundation not already vested in the Trustee is hereby vested in it for all the estate and interest therein belonging to or held in trust for the Foundation.

6. Minutes. The Trustee shall keep, in books maintained for the purpose, minutes of the proceedings of their meetings.

7. Accounts and annual report. (1) Until such time as Part VI of the Charities Act 1993 comes into force, statements of account in relation to the Charities shall be prepared and transmitted to the Commissioners in accordance with the Charities Act 1960, except if and in so far as the Charities are excepted by Order or regulations.

(2) Upon Part VI of the Charities Act 1993 coming into force, the Trustee shall comply with its obligations under that Act with regard to:

- (a) the keeping of accounting records for the Charities;
- (b) the preparation of annual accounts for the Charities;
- (c) the auditing or independent examination of the statements of account of the Charities;
- (d) the transmission of the statements of account of the Charities to the Commissioners; and
- (e) the preparation of annual reports and their submission to the Commissioners.

8. Annual return. The Trustee shall comply with its obligations under the Charities Act 1993 with regard to the preparation of annual returns and their transmission to the Commissioners.

THE FOUNDATION

9. Sale or letting. The Trustee shall sell or let all the land belonging to the Foundation subject nevertheless to such consents and requirements as are stipulated by law.

10. Leases. The Trustee shall provide that on the grant by it of any lease the lessee shall execute a counterpart thereof. Every lease shall contain covenants on the part of the lessee for the payment of rent, and all other usual and proper covenants applicable to the property comprised therein and a proviso for re-entry on non-payment of the rent or non-performance of the covenants.

11. Repair and insurance. The Trustee shall keep in repair and insure to the full value thereof against fire and other usual risks all the buildings of the Foundation not required to be kept in repair and insured by the lessees or tenants thereof and shall suitably insure in respect of public liability.

12. Proceeds of sale. The Trustee shall invest the clear proceeds of any such sale in trust for the Foundation.

13. Application of income. (1) The Trustee shall apply the clear income of the Foundation in one or more of the following ways:-

- (a) in providing for any eligible school equipment and other items, services and facilities for such school and thereby advance education thereat;

- (b) in otherwise promoting the education (including social and physical training), either generally or individually, of beneficiaries.

PRIZE CHARITY

14. Prize Charity. (1) The Trustee shall apply the clear income of the Prize Charity in awarding prizes to pupils of Fair Oak Comprehensive School, in Rugeley, in recognition of their academic, artistic, moral or physical achievements, thereby furthering their education.

(2) If and in so far as income of the Prize Charity is not required for application as aforesaid, the Trustee shall apply the same in the same manner but for pupils of an eligible school.

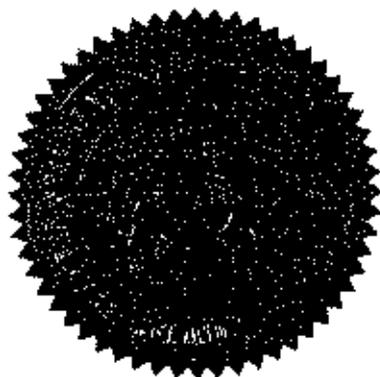
(3) The award of prizes under this clause shall be in accordance with rules made from time to time by the Trustee which may provide for the value and method of ascertainment and selection of prize-winners and, where appropriate, for any prize to bear the name of the donor or other person commemorated in the original title of any endowment contributed to the Prize Charity.

GENERAL PROVISIONS

15. Charity not to relieve public funds. The Trustee shall not apply income of the Charity directly in relief of rates, taxes or other public funds.

16. Questions under Scheme. Any question as to the construction of this Scheme or as to the regularity or the validity of any acts done or about to be done under this Scheme shall be determined by the Commissioners upon such application made to them for the purpose as they think sufficient.

Sealed by Order of the Commissioners this 31st day of March 1994.



Neil M. Makarj

ASSISTANT COMMISSIONER

THE CHARITY COMMISSION FOR ENGLAND AND WALES

Under the power given in the Charities Act 2011

Orders that from today, the

6 July 2018

this

SCHEME

will alter or affect the existing trusts of] the charity

known as

THE RUGELEY EDUCATIONAL ENDOWMENT (528603)

at

Staffordshire

Nia Jones

**A member of staff of the Charity Commission authorised to act on behalf of the
Charity Commission**

1. Definitions

In this scheme:

"the charity" means the charity identified at the beginning of this scheme.

"the Commission" means the Charity Commission for England and Wales

"existing trusts" means the scheme dated 31 March 1994.

"the trustee" means Staffordshire County Council.

2. Administration

The charity is to be administered in accordance with its existing trusts as altered or affected by this scheme.

3. Alteration of the existing trusts

The existing trusts will take effect with:

- (1) The definition of "eligible school" changed to any within the meaning of the Education Acts as defined in section 578 of the Education Act 1996 as amended from time to time and any regulations made under the Education Acts (including an Academy) in the area of benefit or by which the area of benefit is substantially served.

- (2) The following clause inserted immediately before clause 9:

The school premises of the foundation shall be held by the trustees on trust for the purposes of a school within the meaning of the Education Acts as defined in section 578 of the Education Act 1996 as amended from time to time and any regulations made under the Education Acts (including an Academy).

4. Questions relating to the Scheme

The Commission may decide any question put to it concerning:

- (1) the interpretation of this scheme; or
- (2) the propriety or validity of anything done or intended to be done under it.

Annex F ~ Statement of Income & Expenditure

RUGELEY EDUCATIONAL ENDOWMENT - TA0010

Statement of Income & Expenditure for the period 1 April 2020 - 31 March 2020

	£	£
Balance on temporary investment b/fwd 1 April 2020		72,720.37
<u>Income</u>		
Interest on permanent investments	62,683.01	
Interest on temporary investments		62,683.01
		<hr/>
<u>Expenditure</u>		
Discretionary Grants	(12,088.52)	
Financial Assistance	(484.23)	
Educational Equipment	(16,740.95)	
Sporting/Cultural Activities	(13,041.31)	
Education Visits	(25,253.58)	
Other services		(67,588.59)
		<hr/>
Surplus income on temporary investment with Staffordshire County Councils at 31 March 2020		<u>67,816.79</u>
<u>Committed Expenditure</u>		
(Please see attached breakdown for full details)	(29,542.21)	(29,542.21)
Total available for expenditure at 31 March 2020		<u>38,274.58</u>

Summary of Investments

<u>Permanent Investment Type</u>	<u>Purchase Price</u>	<u>Nominal Value</u>	<u>Unit Value</u>	<u>Market Value as at 30 DEC 2020</u>	<u>Forecast Annual Income</u>	<u>Due</u>
	£	Units		£	£	
CCIF Investment Fund Shares	1,504,736.04	158,215.18	1,801.14	2,867,688.47	85,170	jun/sep/dec/mar
Total Market Value as at 31 March 2020				<hr/> <u>2,867,688.47</u>	<hr/> <u>85,170</u>	

Annex G – Draft Resolutions

The Rugeley Educational Endowment

Draft resolution

- 1.1 *In exercise of the power conferred on it by section 282 of the Charities Act 2011, SCC (in its capacity as trustee of the Charity) acting by the Charities and Trusts Committee, and being satisfied that:*
- 1.1.1 *the School has demonstrated significant need to improve the facilities available to current and future pupils;*
 - 1.1.2 *the School is in the "area of benefit" as defined in the Scheme regulating the Charity;*
 - 1.1.3 *the purpose for which the funding has been requested is in keeping with the spirit of the gift and clearly advances the Charity's charitable purposes for the public benefit;*
 - 1.1.4 *the proposals put forward by the School for funding by the Charity have longevity and therefore thousands of young people and the wider community will be able to benefit from the improved facilities available at the School;*
 - 1.1.5 *as far as the Committee is aware, no other school within the area of benefit has a need as great as the School and therefore is it considered appropriate, in principle, to made a substantial amount of funding available for the School to improve its facilities;*
 - 1.1.6 *a sufficient amount of the Charity's capital will be retained and will continue to be invested; the income accruing to such capital will therefore continue to be available to the Charity to advance its purposes in future;*
- hereby resolves that investments held by the Charity to the value of £.....
(representing some of the Charity's capital assets) shall be freed from the restrictions with respect to the expenditure of capital that apply to them.*
- 1.2 *It was noted that the resolution would not take effect immediately, and a copy of the resolution would need to be submitted to the Charity Commission and the Commission would need to concur with the resolution in accordance with section 284 of the Charities Act 2011 before any action is taken to spend part of the capital of the Charity.*
- 1.3 *SCC (in its capacity as trustee of the Charity) acting by the Committee further resolves that the legal services unit be instructed to send a copy of the resolution, together with a statement of the reasons for passing it, to the Charity Commission as soon as possible following the meeting.*

